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THE ANNUAL PRACTICE, 1912.

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Current Topics.**The Legislation of the Session.**

THERE HAS been a considerable legislative output in the recent session of Parliament, before and after the recess. No fewer than fifty-five Government Bills and ten Private Members' Bills are stated to have passed both Houses. The Bills of most legal interest are, of course, the Conveyancing Bill, the Copyright Bill, and the abridged Lunacy Bill.

The Appellate Jurisdiction Bill.

THIS BILL met with a curious fate on the motion for its second reading on the 13th inst. It was vigorously attacked by the section of the Ministerialists who sit below the gangway, on the ground that the proposed appointment of two judges was unnecessary, and strong protests were made against its being passed into law at the fag end of the session. The Attorney-General does not seem to have found a single member on his side of the House to speak in support of the Bill. Ultimately it was read a second time, on a pledge being given by the Chancellor of the Exchequer that further discussion should come on at a time when there would be full opportunity for the expression of opinion—that is to say, that the Bill should be held over until next session. It is not easy to gather, from some of the speeches, whether the objection is really so much to the creation of the new posts as to the manner in which it was conjectured they might be filled.

The New Joint Solicitor to the Post Office.

AMONG THE numerous departments connected with the General Post Office, that of the solicitor is by no means the least important, and of late the transfer of the National Telephone Company's undertaking has rendered the work of this department specially arduous. It is not surprising that Sir ROBERT HUNTER should desire to be partially relieved of the duties which he has carried on with so much success; and it is interesting to find that his colleague and ultimate successor has been found outside the office in the person of the junior partner of a London firm of solicitors. Mr. CROMPTON LLEWELLYN DAVIES, who has been appointed Solicitor to the Post Office jointly with Sir ROBERT HUNTER, was admitted in 1898, after a distinguished career at Cambridge, and has been a partner in

the firm of Withers, Bensons, Birkett, & Davies, of 4, Arundel-street, Strand.

Imperfect Abstracts.

"I HAVE recently," writes an eminent conveyancer, "come across several instances where an abstract is made imperfect from mere laziness. Instead of a proper abstract of the proviso for redemption in a mortgage, I find merely the words, 'proviso for redemption.' Now, bearing in mind that a man can take a present interest in land without being a party to a deed, it is obvious that an abstract in this form does not give to the purchaser the information to which he is entitled—namely, who is the person to redeem. It may be said, with some truth, that, as a general rule, the equity of redemption is not affected by the words of the proviso. There are, however, some cases where a practical, not a mere theoretical, doubt may be raised by this imperfect method of preparing the abstract. For instance, I had lately an abstract of a mortgage where a prior equitable mortgagee concurred for the purpose of postponing his security: the abstract was in the form to which I object. How was it possible to guess to whom the right of redemption was reserved? I may add that if, in an action for specific performance, the usual inquiry 'When was a good title shewn?' is directed, it is by no means clear that the conveyancing counsel would be able, if the abstract was in the form objected to, to certify that a good title had been shewn; the consequence of which would be disastrous to the vendor. I may add that this lazy method of abstracting gives rise to a great deal of trouble. The purchaser's advisers have to send a requisition asking that the abstract should be amended; the vendor's solicitor has the trouble of looking at the deed and amending the abstract, and the purchaser's advisers have the trouble of perusing the title again. I venture to hope that these remarks will be carefully considered, and that this lazy and inconsiderate practice will be put a stop to." We have reason to believe that the practice condemned by our correspondent is becoming rather general. The question raised by him is discussed in 1 Williams' V. & P., 2nd Ed., at p. 171.

The "Hawke-Olympic" Case.

ON TUESDAY, the President of the Probate, Divorce and Admiralty Division delivered his long-reserved, and eagerly awaited, judgment in the *Hawke-Olympic* case. In the view which he took of the facts, nothing turned on the question of suction—except to establish the reality of a danger which has hitherto been regarded as somewhat remote, not to say imaginary. Sir SAMUEL EVANS took a very simple consideration of the facts, although he has embodied it in a judgment which discusses thoroughly and exhaustively the evidence and the inferences to be drawn from it. Put briefly, his view was as follows: *The Olympic* was passing out of Southampton Harbour into the Solent, steering westwards round an obstacle, when she saw *The Hawke* coming down the western channel of the Solent. Each vessel was going southwards in the direction of the Channel, but, of course, the liner (*Olympic*) was going south-west and the cruiser south-east. Thus, the vessels were crossing vessels—i.e., vessels whose path must cross if they continue in the same straight line. The liner was, of course, on the port side of the cruiser, and had the latter on her starboard side. Now, by the Regulations for Preventing Collisions at Sea, that crossing vessel which has the other on her starboard must keep out of its way. It was the duty of *The Olympic*, therefore, to avoid *The Hawke*; but this she did not do. She, in fact, miscalculated both the direction and the speed of *The Hawke's* course, and assumed that she herself would have got outside the Solent before the latter reached her. In that case *The Hawke* would have been an overtaking vessel—i.e., one which will reach a certain point only after the other has passed it if she keeps straight on her course. It is the duty of the overtaking vessel to keep out of the way of the overtaken vessel; and relying on her miscalculation, the *Olympic* kept on her way. She was wrong, and therefore to blame for the collision. Whether or not the *causa proxima* of the collision was the suction of the *Olympic's* vast bulk is quite

immaterial on this view of the facts, since in any event—suction or no suction—it was the *Olympic's* duty to provide the margin of safety necessary to let the *Hawke* proceed on her way unharmed. The *Olympic* was therefore alone to blame; but she was under the charge of the pilot required by law, and therefore her owners are not responsible for the collision. Accordingly, the action of the *Olympic* against the commander of the *Hawke* was dismissed with costs; while the cross-action of the Admiralty against the *Olympic* was likewise dismissed—but without costs, since the *Olympic* was, in fact, in default.

Compulsory Pilotage.

WHILE THE chief interest in the case to laymen turned on the question of suction, the point of most interest to lawyers is the operation of the defence known as "Compulsory Pilotage." Put concisely, the ground of this defence is that the ship, at the time of the collision, is entirely under the control of a pilot licensed by Trinity House, whom the owners are bound to employ under the provisions of the Merchant Shipping Acts; and consequently liability is excluded on the general principle that no one is responsible for damages in tort when the injury complained of is done under legal compulsion. The pilot himself is liable for his own negligence, but the statute limits his liability to £100. He is not the agent or servant of the owners, and therefore the principle of *respondeat superior* has no application. Theoretically, such a rule is quite sound, but in practice it leads to obvious hardships, and in most foreign countries it has been abolished by statute. The President stated that the Departmental Commission, recently appointed to inquire into the matter, had recommended its abolition by a unanimous vote; and no doubt this recommendation will be embodied in the next amendment of the Merchant Shipping Acts. Since the presence of a pilot on board is required by law in the interests of the ship and her crew, it is only just that the owners, who profit by his services, should compensate those hapless individuals who suffer from his torts.

Recital Controlling Covenant.

AMBIGUOUS PARTS of a document may nearly always, and indeed usually must, be explained by other parts that are not ambiguous. Out of this general principle has been evolved a working rule with respect to the construction of a deed where a recital and covenant are not consistent. This rule is thus laid down by Lord ESHER, M.R., in *Ex parte Daves* (1886, 17 Q. B. D. at p. 286): "If the recitals are clear and the operative part is ambiguous, the recitals govern the construction. If the recitals are ambiguous, and the operative part is clear, the operative part must prevail. If both the recitals and the operative part are clear, but they are inconsistent with each other, the operative part is to be preferred." A case illustrating the first of these three propositions came before the King's Bench Divisional Court this week: see *Crouch v. Crouch* (*Times*, December 19th), an appeal from the county court. A separation deed had been executed by the parties, who were husband and wife. The husband had covenanted to pay the wife 5s. a week, and she sued him in the county court for 45s. arrears. The separation deed recited that the 5s. a week was to be paid to the wife "during her life so long as she shall remain chaste, such weekly payments to commence as from the 5th of February, 1910." The covenant was to pay "the said sum of 5s. per week" to the wife "on Saturday in each week." In the county court the defence was set up that the payment was not due on the ground that the wife had committed adultery. The county court judge declined to try the issue of adultery, and he gave judgment for the plaintiff. It was admitted that the issue of adultery should have been tried by the judge if it constituted a defence; and the question now argued before the Divisional Court was whether it did constitute a defence—in other words, whether the covenant to pay was absolute, or whether it was controlled by the recital so to operate only during chastity. The Divisional Court held that the recital did control the covenant, so that the latter was to be construed as an obligation to pay the wife the weekly sum only so long as she remained chaste. The court took the view that the case was governed by the first of Lord ESHER's propositions—clear recital and ambiguous covenant. The covenant was ambiguous in that no time for the weekly

payment to commence was stated, and no time during which the payment was to continue. On both these points the recital was clear. The case was also held to fall within the principle of *Hesse v. Albert*, decided by the King's Bench in 1828 (3 Man. & Ry. 406). There the recital (also in a deed of separation) declared that the sum payable was to be paid out of the covenantor's salary, whilst the covenant was an absolute one to pay during the wife's life. The husband having lost his position, and with it his salary, the covenant was held not to be enforceable against him—the recital restricting the covenant.

Trespass by a Constable.

IN THESE days of bureaucracy it must be admitted that more than one time-honoured maxim of English law is more honoured "in the breach than in the observance"; and to none does this apply more forcibly than to the famous doctrine of the Common Law that "An Englishman's house is his castle." When the Legislature so frequently overrides this principle, one cannot be greatly surprised to find it occasionally ignored by humbler instruments of Government; but occasionally the courts think it necessary to reassert the rule with unmistakable emphasis. This is what recently happened in *Burton v. Elsham* (Times, December 7th), which was tried before Lord ALVERSTONE and a special jury. The plaintiff was a cabman who had not given the defendant, a detective-sergeant in the Metropolitan Police Force, quite so much assistance as the latter desired in tracing certain sticks alleged to have been stolen. On the 19th of May, when the cabman was away from home, the defendant came to his house and made a search for a stick which was alleged to have been stolen. The plaintiff's wife sent her little girl to fetch her husband, who at once came home, asked if the detective had a search-warrant or other authority to search the house, and on finding he had none, turned him out. He then brought this action for trespass. It was not suggested by the defence that there was any real foundation for the suspicions of the detective, but his conduct was defended on the ground that the plaintiff's daughter, when he called at the house, had invited him to search for the stick. It is scarcely necessary to say that this suggestion was not taken very seriously by the jury, who found a verdict for the plaintiff with £50 damages. It is, of course, settled law that a constable has no right to search the premises of private citizens upon no better authority than his own suspicions. He can enter upon such premises against the will of the owner only in three cases. The first arises when there is a nuisance or a breach of the peace or a felony taking place on the premises; he is then entitled to enter without a warrant. The second case applies when he obtains a search warrant under the various Licensing, Vagrancy, or Summary Jurisdiction statutes; it may be observed that such warrants do not name the person but the premises, and are exceptions to the rule that a general warrant (*i.e.*, one which names an unknown person) is void: see *Hutchings v. Reeves* (9 M. & W. 747). Lastly, there are certain statutes which authorize some police or municipal official to give written authority to a constable to make a search *as if he had a search-warrant*; the only one relevant to our present purpose is the power to search for stolen property under section 16 of the Prevention of Crimes Act, 1871, which may emanate from any chief officer of police. Unless a constable is armed with proper powers in some one of the ways above mentioned, his excess of zeal lays him open to "exemplary" damages on the ground of "trespass with insult and outrage."

Order 14 in Moneylending Cases.

WHEN A writ is specially indorsed for summary judgment in the case of liquidated demands to which ord. 3, r. 6 applies, the plaintiff can take out a summons for judgment upon making an affidavit in which he alleges that the defendant has no defence. Such affidavit seems nowadays to have become a mere form, and is made habitually in cases where the plaintiff well knows that the defendant can plausibly raise and argue quite a number of defences which may possibly persuade a court to decide in his favour. On several occasions Lord Justice VAUGHAN WILLIAMS has expressed his disapproval of the indiscriminate use to which order

14 is put, and has suggested that when the defendant succeeds in getting leave to defend he should be given his costs in any event. At present they are almost invariably made costs in the cause, so that there is no sanction to restrain the abuse of order 14 proceedings. In *Fermín v. Levi* (Times, December 7th), a very striking instance of the extent to which this practice prevails came before the Court of Appeal. The plaintiff was a registered moneylender, who had lent money to the defendant. Just before the last sum borrowed became due, the borrower offered the plaintiff the principal advanced and a substantial sum as interest. This was refused, and the borrower then brought an action in the Chancery Division claiming relief under the Moneylenders Act, 1900. Meanwhile the promissory note fell due, and the lender (the plaintiff in this action) took order 14 proceedings in the King's Bench Division. The borrower appealed to the court to stay this action until his prior Chancery action had been determined; the lender took out a cross-summons for judgment, and swore the usual order 14 affidavit. Both summonses came before the Master at the same time; he dismissed the summons for a stay, ordered the defendant to bring into court the principal still owing as a condition before granting leave to defend, and set down the action as a short cause in the King's Bench Division. His decision was upheld by the judge in chambers, and this induced Lord Justice KENNEDY to reluctantly support it in the Court of Appeal; but the majority of that court took a wholly different view, and expressed it in very decided terms. They held that the borrower had selected the Chancery Division as the forum to settle all questions in dispute between the lender and himself, so that the latter had no right to initiate summary proceedings on the Common Law side. The stay prayed for was granted; and the court (Lord Justice KENNEDY dissenting) condemned the placing of such cases in the Short Cause List.

The Right to Control Excursions by Aeroplane.

A GOOD illustration of the remarkable progress of aviation in French territory is afforded by an action which has just been determined by the Third Chamber of the Tribunal of the Seine. The action was brought by M. ROGER against the Aero Club. It appeared that in August, 1910, M. ROGER had arranged a meeting near Bordeaux, for the purpose of exhibiting an aeroplane in which he proposed to make an ascent. A meeting for aviation purposes had already been arranged by the Aero Club, the day fixed being a fortnight later than that selected for the performance of M. ROGER. In these circumstances M. ROGER was rather surprised to receive, on the morning of the day fixed for his flight, an order from the Sporting Committee of the Aero Club, directing him to abandon the performance which he had arranged, under the penalty, in case of disobedience, of disqualification by the club, during a period specified, from all similar ascents in aeroplanes. The reason for the order was stated to be that M. ROGER's ascent would injuriously affect and compete with the later meeting already arranged by the club. M. ROGER was not a member of the club, and considered that the order was not binding upon him, and was an unwarrantable interference with his general right to make an ascent from any spot which he found convenient. As, however, the order was published in different newspapers, and it was generally assumed that M. ROGER was legally disqualified, he brought his action against the club. The court held—as might have been expected—that the club had no power to declare that any individual who was not a member of the club, but a stranger unaffected by its rules and regulations, could be in any way disqualified as an aviator, and they awarded him 2,000 francs as damages. The defendants were possibly anticipating the period when a law may be passed conferring upon some institution the exclusive power of licensing those who arrange and direct these hazardous performances.

The Supply of "Sensational Cases."

THE DAILY papers are at the present day indebted to the law courts for an almost constant supply of sensational cases. It is hard to believe that at a period almost within living memory, there were no daily reports of cases in the *Nisi Prius*, Criminal and Divorce Courts, giving almost *verbatim* the evidence in trials

affecting the life, liberty and reputation of all but the poorest of the King's subjects. Englishmen are apt to believe that they are superior in morals and delicacy to their ancestors, and they are always ready to criticize the tone of the romances and literature of their French neighbours, but it will occur to many persons that these critics might find ample employment in considering the tendency of what is really a large part of the daily reading of the public. It is not the least of the evils of this publicity that it is a powerful auxiliary in actions brought for the purpose of extortion or blackmail. An Act to regulate the reports of proceedings in courts of justice has often been discussed. We think it quite possible that it may at some time become law, with the result that many persons, looking back at the present day, may feel little pride in what was at one time a source of interest and recreation.

Specific Performance against a Parish Council.

IN THE case of *Berney v. Ringland Parish Council* (*Times*, December 16th), Mr. Justice SWINFEN EADY had before him a somewhat novel point. The parish council had come under an obligation to grant a lease to the plaintiff in pursuance of the Small Holdings Act, 1908. This lease they had refused to execute, although five councillors, in fact, signed it—an act of no validity in the absence of attestation by the proper officials and the common seal. His lordship made an order for specific performance, and directed that the Master should execute the lease in place of the defaulting council. The difficulty, of course, was to compel the council—an abstract entity without "body to kick or soul to d—n"—to obey the order of the court; the method adopted by the learned judge certainly had the merit of convenience. He also directed that a precept should be addressed by the court to the overseers to raise a rate in order to pay the costs of the proceedings.

Production of Deeds by Mortgagees.

UNDER section 16 of the Conveyancing Act, 1881, a mortgagor, as long as his right to redeem subsists, has the right to inspect and make copies of the title-deeds in the custody or power of the mortgagee. It is singular to notice the pertinacity with which courts of equity adhered to the inconvenient rule which this provision abrogated, but the rule was well-settled. The mortgagee having once got the deeds was entitled to withhold production from the mortgagor until the mortgagor repurchased them by payment of principal, interest and costs. How the rule arose it is, perhaps, not possible to say, but it was recognized in *Senhouse v. Earl* (2 Ves. S. 457), in 1752, when Lord HARDWICKE, C., said:—"As to a mortgagee, if the plaintiff brings his bill to redeem ever so strongly, he is not entitled to see the mortgagee's title-deeds"; and the reason assigned was that a third party might find out a flaw in them. Lord KENYON's advice to a mortgagee, it is said, was to put his deeds in a box and sit on it until the mortgage money was actually put into his hands: *Sparke v. Montriou* (1 Y. & C. Ex., p. 107); *Livesey v. Harding* (1 Beav. p. 345). This presented a singular idea of the nature of a mortgage security, which is a convenience as much to the mortgagee as to the mortgagor, and it quite overlooked the common interest of both parties in the deeds. But it shewed in a striking way the attitude of the court as to the right of the mortgagee to refuse production. In *Latimer v. Neate* (4 Cl. & F. 570), Lord COTENHAM, C., appeared to repudiate the rule, and an opening was thus made for its abolition; but it was too well-established to be got rid of in this manner. In *Browne v. Lockhart* (10 Sim., p. 424), SHADWELL, V.C., pointed out that *Latimer v. Neate* depended on special circumstances; in *Glover v. Hall* (2 Ph. p. 490), Lord COTENHAM himself took the same view of his earlier judgment; and, in fact, there was no break in the continuity of the authorities that an order for production of his deeds by the mortgagee would not be made: see *Greenwood v. Rothwell* (1844, 7 Beav. 291); *Cannock v. Jauncey* (1 Drew, p. 507). There were, indeed, suggestions that the rule was not perfect. In *Crisp v. Platel* (8 Beav. 62), Lord LANGDALE

said it would be as well if every document relating to the matters in controversy were, in all cases, ordered to be produced, but while a rule existed, it had to be acted upon. The position was finally summed up in *Chichester v. Marquis of Donegal* (5 Ch. App., p. 502), where GIFFARD, L.J., said: "I take the rule of the court, right or wrong, to be that if a mortgagor executes a mortgage, and hands over the title-deeds, he cannot see those title deeds after the mortgage has become absolute, without paying the mortgagee his principal, interest, and costs."

When there was a dispute as to the amount due, attempts were made to get over the rule by paying into court a sum sufficient to cover any reasonable claim of the mortgagee. This was allowed by LEACH, V.C., in *Postlethwaite v. Blythe* (3 Mad. 242), but he was overruled by Lord ELDON, C. (2 Swanst. 256). "I take it," said the Lord Chancellor, "to be contrary to the whole course of proceeding in this court to compel a creditor to part with his security till he has received his money." That was a case of handing over the deeds, and not of merely producing them, but it was equally difficult to obtain any relaxation of the rule as to production. Even when the mortgagor wanted to sell or arrange for a transfer of the mortgage, he could not procure the production of the deeds to the intending purchaser or transferee: *Postlethwaite v. Blythe* (*supra*); *Damer v. Earl of Portarlington* (15 Sim. 381). The only exception was when the mortgagee consented to a sale by the court, and then he was bound to produce and leave in the master's office such of the deeds as were necessary to carry out the sale (*Livesey v. Harding*, 1 Beav. 343).

Any reason which there might be for refusing production would seem to apply less strongly to the mortgage deed itself than to the deeds which shewed the mortgagor's title, and on the strength of which the mortgagee advanced his money; and there was obvious inconvenience in not allowing the mortgagor to see the mortgage deed; moreover, since his equity of redemption arose under it, he had an interest in it which seemed to entitle him to production, on the principle that the owner of a partial interest in an estate is entitled to production of the deeds. Accordingly, the view at one time prevailed that the mortgagee was bound to produce the mortgage deed (see 2 Cases and Opinions, p. 53), and decisions to this effect were given in *Anon.* (Mos. 246) and *Ex parte Caldecott* (Mont. 55). But even this concession to the mortgagor was withdrawn. The rule in question applied both to the mortgage deed itself: *Beaumont v. Foster* (5 L. J. Ch. 4); *Dendy v. Cross* (11 Beav. 91); and to a transfer of the mortgage: *Gill v. Eytton* (7 Beav. 155). In *Patch v. Ward* (L. R. 1 Eq. 436) STUART, V.C., attempted to revert to the earlier opinion. "The rule," he said, "does not extend to the mortgage deed itself, as to which different considerations prevail. It is the mortgage deed which conveys the property by way of pledge, and which contains the proviso for redemption by virtue of which the mortgagor is entitled to redeem the property. The mortgage deed, therefore, is as much the evidence of the mortgagor's title to redeem as it is of the mortgagee's estate." The argument was unanswerable, and possibly *Patch v. Ward*, if it had been left alone, would have introduced a wholesome change in practice. But in *Carter v. Hubbuck* (24 W. R. 354) JAMES, L.J., observed that it had never been acted upon, and after that the decision was at least doubtful.

There is, of course, a great difference between producing the title-deeds and parting with them, and in some of the cases it seems to have been assumed that production meant the handing over of the deeds for the purpose of being placed before a conveyancer. To this there would be obvious objection. But as to the mere production of the deeds the only reason alleged for refusing it was that it might reveal a flaw in the mortgagee's title. That, however, was a matter for him to consider when he took the security. Having satisfied himself of the title, and obtained possession of the title-deeds, it was absurd to allow him to make this a means of disabling the mortgagor from disposing of the property, or of obtaining an advance elsewhere to pay off the mortgage. The absurdity was disposed of when the Legislature intervened by the Conveyancing Act, 1881, and introduced

the present practice, under which, without inconvenience to the mortgagee, the mortgagor can have production of all the documents of title in the mortgagee's custody or power.

"The Workings of a Farmer's Mind."

MR. JARMAN, in the excellent "Suggestions to persons taking instructions for Wills," which Mr. SWEET and his colleague, Mr. SANGER, have reproduced in the form in which they originally appeared, says that "some testators sit down to this task [of stating their testamentary intentions] with so few ideas upon the subject that they require to be informed of the ordinary modes of disposition under similar circumstances of family and property, with the advantages and disadvantages of each; and their judgment in the selection of one of these modes is commonly influenced by, if not wholly dependent on, professional recommendation." It might well have been added that the professional person who is asked to advise as to the provisions of a will, in doing so too often forgets to place himself mentally, as far as possible, in the position of the testator, and to consider what sort of a will he himself would make if he were in the testator's shoes.

But this is not all. The solicitor can well enough imagine the wishes of testators of his own class, and the ordinary forms of will enable him to effectually carry them out. But how is he to ascertain and carry into effect the testamentary notions of a different class of clients—say farmers, or small tradesmen, or cottagers with a little money or land? How is he to become acquainted, for instance, with what the writer of the book subsequently mentioned designates "the workings of a farmer's mind"? If he has the opportunity of talking to farmers on testamentary matters he will probably soon ascertain that they are most strongly imbued with two leading principles—namely, that their daughters' husbands must be kept out of all participation, and that all they have must be kept in the family. But this does not go far towards acquainting him with the dispositions which his farmer client will understand and approve of.

We think that the author of the little book mentioned below* has rendered a service to solicitors in making a new departure in conveyancing precedents by furnishing a number of forms of wills likely to meet the wishes of farmer testators. We imagine that the testators to whom they are intended to apply are tenant farmers only; hence the work is not quite complete. Nowadays, when farmers on many extensive estates are buying their holdings, raising a portion of the purchase money on mortgage, something more may be required than the simple forms given in this book. Moreover, the class of yeoman farmers, although, sad to say, diminishing yearly, still survives in the North of England, and particularly in Cumberland and Westmoreland.

Mr. BRIGHOUSE, who appears to practise in the Ormskirk Division of Lancashire, has probably not had the opportunity of ascertaining the workings of the yeoman farmer's mind, but in the two northern counties we have mentioned they have for generations been unvarying in order to prevent the subdivision of the testator's land, and not one of Mr. BRIGHOUSE's precedents would apply to their case. We are, however, grateful for the glimpse the author gives us of the dispositions favoured by the tenant farmer.

We cannot, in the space which is available, pretend to notice, or criticize in detail, the many different provisions for varying circumstances which are contained in the book, but we may briefly refer to the first precedent, which is described as "the ordinary case." As to this we remark, in the first place, that "my wife ANN" plays a very important part. The testator's property is vested in trustees and executors, consisting of the wife during her widowhood, one of the testator's sons, and an independent trustee, but the first trust is to permit ANN to have the free use and enjoyment of the testator's household furniture and farming stock, &c., for the purpose of carrying on the business of a farmer. She is apparently supposed to be a woman of business capacity, and with a knowledge of farming. The suffragettes may obtain some confirmation of their views from this ingrained belief of the farmers. Speaking from our own slender means of observations, we should say that ANN is frequently a "managing" sort of person, capable of driving a hard bargain; but, on the other hand, she is sometimes lazy; incapable of keeping her servants or family up to their duty, and apt to rely too much on the advice of a favourite son or workman. The testator does his best to stimulate her to exertion by giving her as income, while she remains his widow, the profits of the farm "provided she keeps up the said farm stock, implements and farming effects to the value as existing at my death"; but

as the trustees are not to be responsible for any loss or lessening in value in the carrying on of such business by ANN, there does not seem to be any very effective check on her dealing with the farming stock and effects. No special provision appears to be made for the payment, on the testator's death, of his funeral and testamentary expenses and debts, and death duties—probably the ordinary powers of the executors are relied on for this purpose.

What is to be done when ANN dies, marries again, or gives up farming? In these cases the household furniture and farming stock and effects are to "fall back into and form part of the remainder" of the testator's estate. If, however, ANN gives up farming before she dies or marries again, she is to have the free use of such portion of the household furniture and effects as she selects, during the remainder of her widowhood, and after her death or re-marriage such selected furniture and effects are to fall into the remainder of the testator's estate. And then such "remainder" is to be held on trust for sale, and as to the proceeds—it may be many years after the testator's death—upon trust to pay his funeral and testamentary expenses and debts, and invest the residue, and hold it on trust for ANN during widowhood, and afterwards to hold the capital and income in trust for the testator's children as therein mentioned. Power is given to the testator's son JOHN, although a trustee, to buy the testator's farming stock and effects, farm produce and tenant right, either by auction or at a price fixed by valuation.

We should add that some of the precedents are applicable both to the case of a farmer and a small tradesman, and that others apply to the case of a widow farmer.

Reviews.

The Annual County Courts Practice.

THE ANNUAL COUNTY COURTS PRACTICE, 1912. Edited by WILLIAM CECIL SMYLY, K.C., LL.B. (Cantab.), Judge of County Courts, and WILLIAM JAMES BROOKS, M.A. (Oxon.), Barrister-at-Law. IN TWO VOLUMES. VOL. I : CONTAINING THE JURISDICTION AND PRACTICE UNDER THE COUNTY COURTS ACTS, THE BILLS OF EXCHANGE ACT, THE EMPLOYERS' LIABILITY ACT, AND THE WORKMEN'S COMPENSATION ACT ; AND THE STATUTES, RULES OF PRACTICE, FORMS, AND TABLES OF FEES AND COSTS. VOL. II : CONTAINING THE JURISDICTION AND PRACTICE UNDER OTHER ACTS, TOGETHER WITH THE STATUTES, RULES OF PRACTICE, FORMS AND FEES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

There have been no important changes of county court procedure during the past year to incorporate in this edition of the Annual County Courts Practice, and it is, we gather, a reissue of the previous edition, with the insertion of the rules of last April on various minor points, the additional rules under the Workmen's Compensation Act, and such decisions as the past year has produced. The most important of these have been workmen's compensation cases, such as *New Monkton Collieries v. Keeling* (1911, A. C. 648), on the question of what constitutes dependency. The decision of the Court of Appeal in *White, Son, & Pill v. Stenning* (1911, 2 K. B. 418), settled an important point as to garnishee summons—namely, that the summons cannot be issued during the period allowed for payment of the judgment debt, since, until default at the end of that period, the debt is not "unsatisfied" within the meaning of ord. 26, r. 1. And some useful additions have been made. Thus at pp. 970-981 of Vol. I. there have been inserted precedents of costs under the Workmen's Compensation Act, prepared by Mr. J. J. Cooper, the chief clerk of the Bow County Court; and at pp. 1378-1388 in the same volume there is a new table of the times limited by the rules for taking various proceedings in the county court. The work is excellently printed, and the edges are conveniently marked so as to enable the volume to be opened readily at any desired part—Text, Acts and Rules, Forms, &c.

Constitutional History.

ENGLISH CONSTITUTIONAL HISTORY FROM THE TEUTONIC CONQUEST TO THE PRESENT TIME. By THOMAS PITTS TASWELL-LANGMEAD, B.C.L. (Oxon.). SEVENTH EDITION, REVISED THROUGHOUT, WITH NOTES. By PHILLIP A. ASHWORTH, Dr. Juris, M.A., Barrister-at-Law. Stevens & Haynes.

The second edition of this work was produced by the author himself. On his premature death in 1882, its future care devolved upon other hands. The late Mr. C. E. H. Carmichael produced the third and fourth editions, and since then the present editor has been responsible for the work. His object has been to preserve the original work in its integrity, with only such modifications as are from time to time necessary. Thus at pp. 315 to 323 the author's note on

* Farmers' Wills and other Precedents in relation. By HENRY BRIGHOUSE, Solicitor Sweet & Maxwell.

treason, which had grown too long to be conveniently retained as a note, has been re-cast and printed as part of the text, and in its present form gives a useful statement of the law on this subject. At p. 323 the editor has appended a note dealing with recent cases of the application of the law of treason, including *R. v. Lynch* (1903, 1 K. B. 444), and the Savarkar case, and also the Jameson Raid case, which, he points out, might have been a case of treason, but was, in fact, tried under the Foreign Enlistment Act, 1870. The editor is not content to leave the British Constitution at a safe date remote from current controversies, but brings the history down to the present year. He briefly relates the events which led to the passing of the Parliament Act, 1911, and gives the text of that measure, and also a list of the questions which are awaiting discussion in the immediate future. The whole course of constitutional history, from its early beginnings, including excellent chapters on the origin and growth of Parliament, is exhaustively traced, and the work is likely to continue to be a leading text-book for students.

English Sovereignty.

THE CORPORATE NATURE OF ENGLISH SOVEREIGNTY. By W. W. LUCAS, Barrister-at-Law. Jordan & Sons (Limited).

This is a small book of ninety-one pages only, being, in fact, an essay or monograph on the theory of English Sovereignty, but it has been accepted by the University of Cambridge as a work of original research for a degree. It is one of the numerous and still increasing books and papers which one can plainly see have ultimately grown out of the late Professor Maitland's work and researches. The object of the author is to set forth the theory and the grounds for it, that the King of England never has really been an autocrat, but is rather an executive officer, though confusion has been introduced into our juridical conceptions of the State by speaking of "the King," when we mean the King together with other branches of the political organization. No one who is interested in getting as clear conceptions as are possible of the place in the Empire's Constitution of our so-called "Crown" should fail to read Mr. Lucas' dissertation. It is such scholarly essays as this that gradually build up working juridical conceptions sufficiently well compacted to stand the test of usage in practical litigation.

Books of the Week.

County Courts Practice.—The Annual County Courts Practice, 1912. Edited by WILLIAM CECIL SMYLY, K.C., LL.B. (Cantab.), Judge of County Courts, and WILLIAM JAMES BROOKS, M.A. (Oxon.), Barrister-at-Law. In Two Vols. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Circumstantial Evidence.—An Essay on the Principles of Circumstantial Evidence, illustrated by numerous Cases. By the late WILLIAM WILLS, Esq., Justice of the Peace. Edited by his son, The Right Hon. Sir ALFRED WILLS, Knt., P.C., formerly one of His Majesty's Judges of the High Court of Justice. Sixth Edition. Butterworth & Co.

South African Cases.—Reports of Cases decided in the High Court of the South African Republic, with Index and Table of Cases. Reported by BENEDICTUS DE KORTE, Barrister-at-Law. Vol. 5. Stevens & Haynes.

Correspondence.

Conveyancing Act, 1911, S. 12.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I take it that the letter of "Ordinary Practitioner" appearing in your issue of the 16th of December was meant as a joke, otherwise it would be offensive.

The question of the meaning of the word "several" does not arise. The Land Transfer Act, 1897, section 2(2), says, "It shall not be lawful for some or one only of several joint personal representatives, without the authority of the court, to sell or transfer real estate." Hence all that the amending section has to do is to provide for the case where there are "several" joint personal representatives. Whatever may be the meaning of "several" in section 2 (2) the same meaning must be attached to the word in the amending section.

In these circumstances ordinary practitioners will not, as regards this point, have to call in aid the benevolence of His Majesty's judges to rectify the mistakes of the eminent conveyancers referred to.

An effort will probably be made to obtain the passing of the Settled Land Bill, which, like the Conveyancing Act, 1911, was first put forward in 1900. If any of your readers take an interest in the Bill, I suggest that it would be expedient that they should commun-

icate any criticisms to me before the measure becomes law. The matter of a consolidating Act must of course be dealt with later.

Lincoln's Inn, Dec. 20.

BENJN. L. CHERRY.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In justice to the eminent conveyancer and the still more eminent body of conveyancers at whom "Ordinary Practitioner" pokes fun in your last week's issue, might I point out that he and they were hampered by the language of the enactment which they were seeking to amend. Your correspondent cannot, I think, have looked up sub-section 2 of section 2 of the Land Transfer Act, 1897, or he surely would have arrived at the conclusion that if section 12 does not apply to the case when only two executors are named in the will, and one proves and the other does not renounce, neither does the decision in *Re Pawley and the London and Provincial Bank*.
Dec. 20.

LINCOLN'S INN.

Land Transfer.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—As it is a very popular suggestion that the transfer of land should be made as simple, speedy, and inexpensive as the transfer of stocks and shares, it may be useful to record some recent experiences in connection with the latter to shew that, whilst simplicity may have been attained, the same cannot be said for either speediness or inexpensiveness. I may say that the cost of transfer includes commission, stamp and brokerage, but is exclusive of any legal expenses in ordering the purchase of the stocks and handing over the certificates, correspondence, &c.

Date of Order.	Date when transfers for signature obtained.	Date when Certificates received.	Amount of consideration money.	Commission and brokerage, &c.
1911.			£ s. d.	£ s. d.
21st Oct.	1st Nov.	1st Dec.	253 4 5	2 17 0
20th Oct.	6th Nov.	5th Dec.	241 10 0	4 6 0
28th Sept.	12th Nov.	6th Dec.	588 15 0	7 14 6

Dec. 15.

T. R. H.

An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister-at-Law.

II.

(Cases decided since the last Epitome, ante, p. 69.)

(1) DECISIONS ON THE WORDS "ACCIDENT ARISING OUT OF, AND IN THE COURSE OF, THE EMPLOYMENT."

Pope v. Hills Plymouth Co. (House of Lords : The Lord Chancellor, Lords Atkinson, Shaw and Mersey, 9th November, 1911).

FACTS.—A workman was on his way home to his mid-day meal by the accustomed and permitted route, which was across land owned by the employers, when he was overtaken by some trucks running on a line which passed over this land. He attempted to jump on to one of the moving trucks in order to get a lift, but fell, and was killed.

DECISION, affirming the judgments of the county court judge and the Court of Appeal (reported 102 L. T. 632), that the accident did not arise out of his employment. Case reported L. T. newspaper, 11th November, 1911, p. 31.

Warner v. Couchman (H.L. : The Lord Chancellor, Lords Atkinson, Shaw and Mersey, 10th November, 1911).

FACTS.—Warner was frost-bitten in the hand while on his rounds with a horse and cart delivering bread. He had to take off his glove to give change and write receipts, but there was no evidence that the weather was abnormal. County court judge found Warner was not specially exposed to the weather by reason of his employment.

DECISION (affirming C. A. [1911], 1 K. B. 351).—The accident did not arise out of the employment. (Case reported SOLICITORS' JOURNAL, 18th November, 1911, p. 70; Times, 11th November, 1911; L. T. newspaper, 18th November, 1911, p. 57; L. J. newspaper, 18th November, 1911, p. 720; W. N., 18th November, 1911, p. 220; 28 T. L. R. 58).

Barnes (pauper) v. Nunnery Colliery Co. (Limited) (H.L. : The Lord Chancellor, Lords Atkinson, Shaw and Mersey, 6th November and 11th December, 1911).

FACTS.—A workman, aged seventeen, on his way to the level in a mine where he was working, got into a tub attached to an endless

rope in order to be carried to his work. His head came in contact with the top of the tunnel, and he was killed. Riding in tubs was prohibited to the knowledge of deceased, but it was a common practice for lads to ride to their work in the tubs when unobserved. The finding of the county court judge that the accident arose out of the deceased's occupation was reversed by the Court of Appeal, Fletcher Moulton, L.J., dissenting.

DECISION.—There was no evidence to support the finding of the county court judge. Riding in the tub was not incidental to the employment of deceased. (*From note taken in court.* Case reported *Times*, 12th December, 1911; *L. T.* newspaper, 16th December, 1911; *W. N.*, 16th December, 1911.)

(2) MISCELLANEOUS DECISIONS.

Morgan v. William Dizon (Ltd.) (H.L. : The Lord Chancellor, Lords Atkinson, Gorell and Shaw, 13th November, 1911).

FACTS.—Morgan, having claimed compensation under the Act, was required by employers to submit himself to their doctor for examination. He requested that his own doctor should be present also. Special case was stated raising the question whether, apart from special circumstances, a workman had an absolute right to insist on his own doctor being present. The Court of Session held there was no such right (48 T. L. R. 296; 4 B. W. C. C. 363).

DECISION (Lord Shaw dissenting).—There was no such absolute right; it is a question of fact for the arbitrator. Such a request would generally be reasonable, but the burden of proof was on the workman. (Case reported *SOLICITORS' JOURNAL*, 25th November, 1911, p. 58; *Times*, 14th November, 1911; *L. T.* newspaper, 18th November, 1911, p. 57; *W. N.*, 18th November, 1911, p. 220; 28 T. L. R. 64.)

Mackay (pauper) v. Rosie (H.L. : The Lord Chancellor, Lords Atkinson, Gorell and Shaw, 13th November, 1911).

FACTS.—Appellant was injured in November, 1906, which was before the Act of 1906 came into force. In an arbitration under the Act of 1897 the case was remitted to a medical referee. There was subsequently an appeal to the Court of Session. Under the Act of 1897 there was no appeal to the House of Lords, but by section 17 (b) of the Act of 1906 the Act applies immediately on passing to references to medical referees "and proceedings consequential thereon."

DECISION.—These words do not include a judgment of the Court of Session, so no appeal lay to the House of Lords. (Case reported *SOLICITORS' JOURNAL*, 25th November, 1911, p. 87; *L. T.* newspaper, 13th November, 1911, p. 57.)

Banknock Coal Co. v. Lawrie (H.L. : The Lord Chancellor, Lords Atkinson, Gorell and Shaw, 20th and 21st November, 12th December, 1911).

FACTS.—A workman was killed in Scotland by an accident arising out of his employment, and his father, as his dependant, raised an action against the employers concluding for damages under the Employers' Liability Act, 1880, or alternatively at common law. Application was made to have the case removed to the Court of Session for trial with a jury, and that court held that this right, though taken away by section 14 of the Workmen's Compensation Act, 1906, had been restored by section 30 of the Sheriffs Court (Scotland) Act, 1907 (48 S. L. R. 629).

DECISION.—Under section 13 of the Workmen's Compensation Act, 1906, "workman" is defined as including the legal personal representatives of a workman who is dead, and therefore section 14 of the Act would have ousted the jurisdiction of the Court of Session in an action by the workman's father, except on an appeal on a point of law. But the Sheriffs' Court (Scotland) Act, 1907, restored the right except in the case of claims by employees against their employers. It would be straining language to hold that this was a claim by an employee, therefore the action could be removed to the Court of Session. (*From note taken in court.* Case reported *Times*, 13th December, 1911.)

R. v. Tempier and Others (Div. Court : Lord Alverstone, L.C.J., and Hamilton and Bankes, JJ., 14th and 15th December, 1911).

FACTS.—A workman was injured by an accident on 22nd March, 1907, and was paid half wages until September, 1909, when the employers reduced the amount. A review by the committee representative of the employer and his workmen followed, and, on the employers offering to find the workman light work at his old wages, an award was made for one penny weekly. On 7th February, 1911, the workman filed a request for review by the county court judge, on the ground that he was unable to perform the light work, giving due notice to the committee, under Schedule II. (1) of the Act, that he objected to the matter being dealt with by them. At the hearing the objection was taken by the employers, and upheld by the county court judge, that he had no jurisdiction to review an award of the committee. The workman then obtained a rule nisi to compel the judge to hear and determine.

DECISION.—The judge was wrong. Each application for review is an entirely fresh "matter" within the meaning of Schedule II. (1), and so a right to object to the committee arises in each case. Rule made absolute. (*From note taken in court.*)

Much sympathy, says a writer in the *Daily Telegraph*, is felt for Sir John Simon. Happily his indisposition is not serious, and there is every hope that he will be back at work soon, if not immediately, after the Christmas vacation.

CASES OF LAST Sittings. House of Lords.

BARNES (PAUPER) v. NUNNERY COLLIERY CO. (LIM.).

6th Nov. ; 11th Dec.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—ARISING OUT OF THE EMPLOYMENT—WORKMAN SURREPTITIOUSLY RIDING IN TUBS FROM ONE LEVEL TO ANOTHER IN MINE—MODE OF TRANSIT EXPRESSLY FORBIDDEN—WORKMEN'S COMPENSATION ACT, 1906, s. 1 (1).

A lad employed at a colliery, on the day of the accident, with some other workmen got into an empty tub on an endless rope to ride to that part of the mine where they were working. This method of transit was expressly forbidden, but if they thought no one was about who would report them, they habitually disregarded the notices posted up; otherwise they walked. On the journey the deceased, who had only been employed a short time at the mine, and had not before transgressed the rule, raised his head at a part where the roof became low and his head was caught between the roof and the top of the tub, and he was killed.

Held that the accident did not arise out of the man's employment.
Decision of Court of Appeal (Fletcher Moulton, L.J., dissenting) (reported 1910, W. N. 248, 4 B. W. C. 45) affirmed.

Appeal by the father of a deceased workman from a decision of the Court of Appeal (Cozens-Hardy, M.R., and Farwell, L.J., Fletcher Moulton, L.J., dissentiente) which set aside an award of his Hon. Judge Benson at the County Court, Sheffield, holding that there was no evidence that the accident arose out of the lad's employment within the meaning of section 1 (1) of the Workmen's Compensation Act, 1906. William Barnes, a boy of seventeen, was employed at the Nunnery Colliery as a "clamper." On the early morning of the 2nd of May last he and three other boys, named Greaves, Bell, and Thrackeray, were starting for the end of a level, known as 5 South Level, where they were to work. This place, which was some distance from the spot where they were gathered together, ought, in the proper course of work, to have been approached on foot. But there existed near to the footway an endless rope carrying tubs to the lower part of the mine. The rope was about to start. It had thirty-eight empty tubs attached to it, and was in charge of Greaves, who sat in the front tub. At the moment of starting the other three boys, of whom the deceased was one, got into the tub in which Greaves was seated, in order that they might ride to their work instead of walking. The train was then started by Greaves. After it had travelled about a half a mile, the head of the deceased came in contact with the roof of the mine, with the result that he was killed. The other boys, who had probably travelled in this way before, avoided the danger by stooping in the tub. It appeared that the deceased had not previously ridden in the tub, and that he had only been in the employment of the colliery company about three weeks. The evidence showed that it was quite a common practice for boys to ride in the tubs in order to get to their work, but it also appeared that the use of the tubs for this purpose was forbidden, and that notices to this effect were placed at the pit bottom and in the lamp room. There was also a special rule of the colliery—rule 90—forbidding men to use the tubs. All the boys, including the deceased, knew that they ought not to ride in the tubs, and boys, in fact, never did ride in them if any deputy or official of the colliery could see them; they then walked. At the close of the arguments on the 6th of November judgment was reserved.

Earl LOREBURN, L.C., in moving the appeal should be dismissed, said the Court of Appeal had by a majority come to the view—for such it was in effect—that there was no evidence that this accident arose out of the lad's employment, and their lordships took the same view. He was not prepared to differ. It was not by comparing the facts of one case with the facts of other cases and reasoning by analogy from the comparison that a safe conclusion could be reached, but by considering each time the meaning of the Act.

Lord ATKINSON read a judgment in which he said the unfortunate workman in this case lost his life from the new and added peril to which, by his own conduct, he exposed himself, not to any peril which his contract of service, directly or indirectly, involved or at all obliged him to encounter. It was not, therefore, reasonably incidental to his employment. That was the crucial test which had been many times adopted. There was not, therefore, to his mind, any evidence that the injury the deceased received arose out of his employment, and if the finding of the county court judge amounted to a finding that it did, it could not, he thought, be sustained.

Lord SHAW concurred.

Lord MERSEY also read a judgment. It was no doubt true, he said, that one object which the lad had in view in getting into the tub was to reach his work, but the intention existing in his mind could not convert the forbidden act into a part of his employment. It was not as if the case had been one of emergency, where the boy might have had a discretion to use the perhaps speedier, although forbidden, means of reaching his destination. Nor was it as if the rule forbidding the act was notoriously disobeyed or not enforced. It was disobeyed, no doubt, but it was disobeyed surreptitiously and unknown to the employers. The act was expressly prohibited, and there were no circumstances which could in any way justify the boy in disregarding the prohibition. Accordingly the appeal was dis-

missed.—COUNSEL, H. T. Waddy and V. M. Coult-Trotter for the appellant; Scott-Fox, K.C., and T. E. Ellison for the respondent. SOLICITORS, H. G. Campion & Co. for Arthur Neal & Co., Sheffield; Bell, Brodrick, & Gray for Parker, Rhodes, & Co., Rotherham.

[Reported by ERASME REID, Barrister-at-Law.]

Court of Appeal.

COLCHESTER BOROUGH COUNCIL v. GEPP. KING, THIRD PARTY. No. 1. 9th Dec.

PRACTICE—PARTICULARS—EXTRAORDINARY TRAFFIC—AVERAGE EXPENDITURE OF REPAIRING COMPARABLE HIGHWAYS IN THE NEIGHBOURHOOD—HIGHWAYS AND LOCOMOTIVES (AMENDMENT) ACT, 1878 (41 and 42 VICT. c. 77), s. 23.

Where a highway authority claim damages for extraordinary traffic over a highway within their district, and in their statement of claim allege that the claim was estimated by deducting from the sum they had expended in repair, the average sum expended during a similar period in repairing roads in the neighbourhood of a similar character to that in which the road upon which the extraordinary traffic is conducted is situated, the contractor who was made a defendant is entitled to have particulars of the names of the highways in the neighbourhood and the items of expenditure thereon.

Billericay Rural District Council v. Poplar Union (55 SOLICITORS' JOURNAL, 647; 1911, 2 K. B. 801) followed.

The plaintiffs, as the highway authority, claimed £3,724 8s. 3d., as extraordinary expenses incurred by them in repairing the Mile-road and the Mile End-road, within the borough of Colchester, which expenses they alleged had been caused by excessive weight of traffic passing along the said highways, conducted in consequence of an order by the Visiting Committee of the Lunatic Asylum for the Administrative County of Essex. The defendant, Gepp, was sued as clerk to the said committee, and the defendant King as the contractor. By their statement of claim, the plaintiffs, in paragraph 6, stated their surveyor had issued a certificate in respect of the Mile End-road, in accordance with section 23 of the Highways and Locomotives (Amendment) Act, 1878, to the effect that, having regard to the average expense of repairing the highways in the neighbourhood, extraordinary expense to the amount of £1,577 11s. 9d. had been incurred by them during the period between the 12th of July, 1909, and the 31st of March, 1910, and that that sum was arrived at by deducting £217 8s. 4d., being the average expense for a like period of repairing similar comparable highways in the neighbourhood. By an order of Master Macdonnell, dated the 31st of October, 1911, the plaintiffs were ordered to deliver to the defendant King particulars of paragraph 6 of the plaintiffs' statement of claim, shewing how the average expenditure, making £217 8s. 4d., had been made up, and giving the names of the similar highways referred to therein. The plaintiffs appealed. On the 24th of November, 1911, Scruton, J., made an order dismissing the plaintiffs' appeal against the first part of the master's order, but giving leave to appeal further against the second part of the order.

BUCKLEY, L.J., was of opinion that, following *Billericay Rural District Council v. Poplar Union* (55 SOLICITORS' JOURNAL 647; 1911, 2 K. B. 801), the defendant King was entitled to be supplied with the particulars asked for, as to the names of the similar highways in the neighbourhood, and the items of the expenditure on which the sum of £217 8s. 4d. had been calculated.

KENNEDY, L.J., concurred. The appeal against the order was accordingly dismissed.—COUNSEL, Malcolm Macnaghten, for the appellants; Ernest Todd, for the respondents. SOLICITORS, Richard Free, for H. C. Wanklyn, Colchester, for the plaintiffs; for the respondent Gepp, Gepp & Sons; for the respondent King, G. M. Davey.

[Reported by ERASME REID, Barrister-at-Law.]

GREAT CENTRAL RAILWAY CO. v. MIDLAND RAILWAY CO. No. 2. 9th Dec.

RAILWAY COMPANY—RUNNING POWERS OVER ANOTHER LINE—AMALGAMATION—LIMITED RUNNING POWERS OF AMALGAMATED COMPANY—RAILWAY CLAUSES ACT, 1863 (26 & 27 VICT. c. 92), ss. 38, 39.

If a railway company, which has limited running rights over the line of another railway company, is dissolved and amalgamated, under an Act which incorporates the provisions of Part 5 of the Railway Clauses Act, 1863, with a third railway company, which possesses general running powers over the same line, the amalgamated company is entitled to enjoy the privileges which the dissolved company possessed only to the same extent and subject to the same conditions as the dissolved company enjoyed them.

This was an appeal from a decision of Neville, J. (1911, 2 Ch. 173). The plaintiffs, the Great Central Railway Co., asked for a declaration that they were entitled to exercise running powers for all their traffic over the Mansfield and Worksop line of the defendant company, and for that purpose to run on and off the said line by way of Shirebrook Junction. They relied in support of their claim on

section 29 of the Midland Railway (Mansfield, &c., Lines) Act, 1865, which gave to the Manchester, Sheffield, and Lincolnshire Railway Co. (now the Great Central Railway Co.) running powers over that branch of the Midland line. The Act under which the Shirebrook Junction was constructed by a company known as the Lancashire, Derbyshire, and East Coast Railway Co. by section 26 gave to the companies power to enter into agreements for a variety of purposes (including the interchange of traffic), such powers being sufficient to cover arrangements as to running powers. Under these powers the two companies made an agreement, dated the 1st December, 1897, which provided that the Lancashire, &c., Co. might run over and use for goods traffic only the Midland Company's Mansfield line from Shirebrook Junction to a proposed junction at Mansfield. This agreement was modified by one made between the same parties on the 1st of February, 1898, which permitted the Lancashire, &c., Co., without prejudice to the running powers already given by the former agreement, to run between the Shirebrook Junction and the Shirebrook colliery for the purpose of traffic to and from that colliery at a fixed toll of 3d. per ton. In the year 1906 the Great Central Railway Co. obtained an Act for the amalgamation of the railways and undertaking of the Lancashire, &c., Co., with their own undertaking. This Act incorporated Part 5 of the Railway Clauses Act, 1863. The amalgamation was carried out in the second of the two forms referred to in section 37 of the Railway Clauses Act, 1863, the Lancashire, &c., Co. being dissolved and its undertaking transferred to the plaintiff company without any change of name in the latter. After the passing of the Act of 1906 the plaintiff company adopted the route via Shirebrook Junction for general traffic to and from places on the defendant company's Mansfield and Shireoaks line, and for that purpose ran off and on the defendant company's line at Shirebrook Junction and passed over and used, with the plaintiff company's engines and carriages and trucks, the defendant company's line. The defendant company contended that the running powers of the plaintiff company over the defendant company's Mansfield and Worksop line via the Shirebrook Junction Railway were only the same as those previously possessed by the Lancashire, &c., Co.—namely, running powers in respect of the traffic to and from the Shirebrook colliery. Thereupon the plaintiff company brought the present action. Neville, J., was of opinion that the plaintiff company were entitled to use the Derbyshire line and the Midland line in conjunction as one continuous line, and made the declaration asked for by the plaintiff company. The defendant company appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R., agreed with the judgment of Fletcher Moulton, L.J.

FLETCHER MOULTON, L.J.J., stated the facts, and continued: A perusal of the clauses in Part 5 of the Railway Clauses Act, 1863, shews that the terms upon which amalgamation is permitted are based on the principle that third parties shall not lose any rights or privileges thereby, but that, on the other hand, the rights and privileges of the component companies, so far as they affect third parties, shall be preserved. This is obviously fair and just. The fundamental clause is 38, and the application of that section to the facts of the present case is very simple. At the date of the amalgamation the dissolved railway had only the limited rights of passage on to the Midland line which I have above described—namely, a right for goods traffic only—and that only to the proposed junction at Mansfield and to the Shirebrook colliery. To traffic other than this the Midland Company could close their junction at Shirebrook, and could refuse to permit it to enter or leave. It is true that, theoretically, the statutory powers of user existed which are given by section 92 of the Railway Clauses Act, 1863, but it is admitted that these have nothing to do with the questions of the present case. After the amalgamation the amalgamated company is entitled to enjoy these privileges only to the same extent and subject to the same conditions as the dissolved company enjoyed them. Any other decision would work great injustice. It was said that this court was bound by the decision of the Lords Justices in the case of the *Midland Railway Co. v. Great Western Railway Co.* (8 Ch. App., p. 841). I think there are fundamental differences between the facts of that case and the present, but it is not necessary to examine the facts closely, because there is the all-important difference in point of law that there was no amalgamation in that case, and there the Court had not to consider the effect of those statutory provisions on which the present case entirely turns. In that case the plaintiff company had running powers up to and on the line of the defendant company, and it relied upon those running powers entirely. At the present time, the Great Central Railway had, at the date of the amalgamation, no running powers over the Lancashire, Derbyshire, and East Coast Railway, and might never have obtained any. It obtained, of course, the right to pass its traffic over the line of the dissolved company by amalgamation, but this could not give it any powers of passing that traffic on the Midland line. Its powers of so doing were by the conditions of amalgamation no greater than those that existed for the traffic of the Lancashire, &c., Railway at the date of the amalgamation. For these reasons I am of opinion that the appeal must be allowed, and the action dismissed, with costs.

FARWELL, L.J.J., also read a judgment allowing the appeal.—COUNSEL, Upjohn, K.C., and Sargent; C. A. Russell, K.C., Jenkins, K.C., and Cozens-Hardy. SOLICITORS, Beale & Co.; Dixon H. Davies.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

LEVER BROS. (LIM.) v. MASBRO' EQUITABLE PIONEERS SOCIETY (LIM.). BENJN. BROOKE & CO. (LIM.) v. SAME. Joyce, J. 18th, 19th, 24th, 25th, 26th, and 31st Oct.; 1st, 2nd, and 7th Nov.; 13th Dec.

PASSING-OFF ACTION—SUBSTITUTION OF GOODS—ACCIDENTAL AND INADVERTENT SUBSTITUTION—"TRAP" ORDERS—DELAY IN DELIVERY OF PARTICULARS OF OCCASIONS RELIED ON—INJUNCTION REFUSED—COSTS.

In 1906 M.E.P., a trading corporation, discontinued stocking and selling L.'s goods, and in their place offered goods of their own manufacture, the shop assistants being instructed at the time to explain to customers that only M.E.P.'s goods were sold, and to push their sale. In July, 1910, L. sent a number of their employees to M.E.P. shops with orders for L.'s goods. L. alleged that in several instances M.E.P. goods were supplied without any explanation being offered, or the notice of the customer being drawn to the substitution. In August, 1910, L. instituted an action for an injunction to restrain the passing-off of M.E.P. goods for L.'s goods; but particulars of the instances alleged were not delivered to the defendants until December, 1910.

Held, that in so far as there has been any substitution of M.E.P.'s goods for L.'s goods, it was inadvertent, and not part of a deliberate policy of fraud, and that, on the defendants undertaking that their goods should not be supplied in response to orders for the plaintiffs' goods without the consent of the purchaser thereto being first obtained, no injunction should be granted; and that, as the plaintiffs had been guilty of negligence in delivering particulars of the alleged "trap" orders, there should be no order as to costs.

Dictum of Farwell, L.J., in *Ripley v. Griffiths* (19 Pat. Rep. 590) followed.

These were two actions by the plaintiffs, the proprietors of "Lux" soap and "Monkey Brand" soap, respectively, for injunctions, in the one case, to restrain the defendants, their servants and agents, from in any manner passing off, or attempting to pass off, any soap not manufactured by the plaintiffs as and for the soap of the plaintiffs, and from selling or offering for sale or procuring to be sold any soap (not of the plaintiffs' manufacture) under the name of Lux, or under any other description calculated to represent or lead to the belief that such soap is the soap of the plaintiffs; and in the other case, in similar terms in respect of "Monkey Brand"; in both cases the plaintiffs also sought damages and an account of profits. The defendants were a trading corporation, trading in Masbro' and Rotherham, and dealing, for the most part, with customers who were also members of the society, who received a dividend or share of the profits every year, in proportion to the amount of their purchases. The defendants obtained most of their stock from the Co-operative Wholesale Society (referred to as the C.W.S.). Prior to 1906, the defendants, when requested, supplied private makers' soap to their customers, including "Lux" and "Monkey Brand." In November, 1906, the defendants ceased dealing in private makers' soaps, and stocked and sold soaps of C.W.S. manufacture only; in particular, C.W.S. flakes, a soap similar to "Lux," and "Parrot Brand," similar in character to "Monkey Brand." Notices were displayed in the shop windows that only C.W.S. soaps were stocked, and the shop assistants were instructed to explain to customers, if private makers' soaps were ordered, that only C.W.S. soap could be supplied, and to offer and push the sale of C.W.S. soaps, in particular C.W.S. flakes and "Parrot Brand." In July, 1910, the plaintiffs sent a number of boys in their employ to the defendants' shops with written orders for goods, including "Lux" and "Monkey Brand," and in many cases C.W.S. flakes and "Parrot Brand" were supplied, without the consent of the purchaser or any explanation being offered. In August, 1910, an action was instituted, without any previous notice being given to the defendants; and particulars of the trap orders were delivered with the statement of claim in December, 1910. A considerable amount of evidence was called on both sides, the plaintiffs alleging that the substitution of the defendants' goods for the plaintiffs' was part of a deliberate scheme on the part of the defendants to obtain the benefit of the plaintiffs' reputation and advertisements. The defence was a denial of any passing-off or substitution, and that the defendants' goods had only been supplied in answer to orders for the plaintiffs after notice to, and the consent of, the customer. Further, at the trial the defendants offered an undertaking not to supply their goods in response to orders for the plaintiffs' without first obtaining the consent of the customer thereto.

Joyce, J., in considered judgment, stated the facts, and continued: This is not a passing-off action in the ordinary sense, in spite of the form of the injunction sought, and the statement of claim contains no allegation that the defendants have done the things from which they are sought to be restrained. The allegation is that the defendants are in the habit of supplying C.W.S. soap in response to orders for the plaintiffs' soaps knowingly and intentionally, without notice to purchasers of the substitution, as it has been called. There is no allegation of fraud or counterfeiting the appearance of the goods, and no complaint of similarity of title or that confusion was caused. On the evidence, I find that instructions were given *bond fide* to the assistants to explain to the public that the plaintiffs' soaps were not stocked. If these instructions had been universally acted upon, there would have been no foundation for this case. But usually shopmen are not too careful or conscientious in refusing customers, and occasionally

the defendants' goods may have been supplied in response to orders for the plaintiffs'. Still, whatever may have occasionally happened, it is impossible to think that what the plaintiffs call substitution can have occurred to any great extent. No customers or purchasers complain of any substitution or deception, no one has been called to say he or she objected to the goods they obtained. Naturally, members of a co-operative society, if made to understand, would prefer soap in which they were interested to the extent of sharing the profits. In July, 1910, the plaintiffs sent boys in their employ to the defendants' shops, and in many cases obtained C.W.S. flakes and "Parrot Brand" in response to orders for "Lux" and "Monkey Brand." The action was commenced on the 5th of August, and no particulars of these "trap" orders were sent to the defendants until December, with the consequence that it was impossible for the assistants to recollect the circumstances or to dispute the accusations made. On the subject of "trap" orders, I may adopt the words of Farwell, L.J., in *Ripley v. Griffiths* (19 Pat. Rep. 590, at p. 597): "I think, when people intend to rely on evidence of this sort (*i.e.*, trap orders), the least they can do is, when they have got their evidence complete, to call the attention of the people they have convicted to the fact, in order that he or she may have a recollection of the circumstances, and may be able to recall them when appearing in the witness-box. . . I can only say that to my mind it is not a fair way of getting up a case by setting traps. If you want the court to rely upon the testimony of the persons trapping, when they have completed their trap and have got the victim in it, the least they can do is to tell him that that is the occasion which they are going to give evidence about in court, so that there and then he may be able to recall and recover his recollection of the circumstances, and be ready to give his account in court, so that the court should not be asked to rely upon the testimony of the witnesses for the plaintiff, on the ground that the defendant cannot possibly remember what took place." With these observations I agree, and the same thing has been said again and again by other judges. In this case there was no reason why the attention of the defendants should not have been called to what was alleged to have taken place, so that the complaints could have been inquired into. It has been now ascertained which shopmen served the boys, and their attention called to the incidents, and none of them can recollect anything about them, and they can only say what was their usual practice. The plaintiffs give no excuse for their silence as to the particulars of their "trap" orders. It has been seriously argued that, since the shopmen cannot recollect the occasions, their attention not having been called to them at the time, therefore the evidence of the boys and those who directed them must be taken as uncontradicted. This appears to me ludicrous. (His lordship then discussed the evidence.) At the trial not a word was spoken about damages, and it was not said that the plaintiffs had sustained any loss, even if any legal right had been accidentally or inadvertently infringed. The defendants, without admitting that any substitution has occurred, except by accident or inadvertence, offered an undertaking not to supply C.W.S. soaps when "Lux" or "Monkey Brand" were asked for, except with the purchaser's consent. Whatever may have happened before the action, there is no reason to suppose that anything to complain of has happened since. The plaintiffs, at enormous expense, have occupied the time of the court in endeavouring to make out that there had been systematic gross negligence on the part of the defendants, and insisted on demanding an injunction in the terms of the writ. In doing this they have consumed an inordinate amount of time, and have failed to substantiate their allegations. In all the circumstances, in view of the undertaking offered by the defendants, the plaintiffs are not entitled to an injunction. If any wrong has been done, I am satisfied that it has been accidental; all ground of complaint has long since ceased, and although no doubt the defendants are responsible for the misconduct of their servants, I hold that the plaintiffs are not entitled to the injunction asked, and must be satisfied with the defendants' undertaking. Having regard to the plaintiffs' unfair treatment of the defendants in the matter of the "trap" orders, there will be no order as to costs.—COUNSEL, Astbury, K.C., Younger, K.C., and F. M. Preston, for the plaintiffs; Hughes, K.C., Walter, K.C., and E. Radford, for the defendants. SOLICITORS, Pritchard, Englefield, & Co., for Simpson, North, Harley, & Co., Liverpool; Davenport, Cunliffe, & Blake, for Tatham, Worthington, & Co., Manchester.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

KIRKSOPP v. HEIGHTON. Warrington, J. 7th Dec.

FRIENDLY SOCIETY—SURPLUS—ALTERATION OF RULES—POWERS OF THE SOCIETY—OMISSION TO COMPLY WITH FORMALITIES.

A friendly society, at a general meeting specially called, altered its rules for the purpose of authorizing a transfer of money from the actuarial surplus to a pension fund, and passed a resolution that £50,000 should be so transferred. There was nothing in the unaltered rules which prohibited what was done at the meeting. It was necessary, under the rules of the society, that a new or altered rule should be registered before it was acted upon. The above alteration was not registered till after the resolution transferring the funds had been passed.

Held, that, there being nothing in the rules to prevent the society from altering the rules as it had done, and the provision of pensions being within the objects and statutory constitution of the society, such alteration of the rules was good.

Held, also, that a failure to comply with a formality such as regis-

tering the alteration of the rules before acting upon the rules as altered, was a matter of which the court would only take notice at the instance of a clear majority of the members of the society.

The plaintiff in this action was a member of the Liverpool Victoria Legal Friendly Society, and the defendants were the trustees of the society and the committee of management. The plaintiff claimed, on behalf of himself and all other members of the society except the defendants, a declaration that a resolution passed by the society to transfer £50,000 out of the actuarial surplus to the pension fund was *ultra vires*, and asked for an injunction restraining the society and committee from carrying it into effect. The society was established in 1843. It was provided by the rules that there should be a valuation of its assets and liabilities at least once in every five years, and that any surplus disclosed by the valuation, after all claims had been met, might, on the recommendation of the committee of management, and by resolution passed by a majority at a general meeting, be distributed by way of free policies, or in such other manner as the actuary should certify might, with safety, be done. The above resolution was passed by the society on the 21st of March, 1911, and owing to objection being taken, it was again passed on the 18th of July. Previous to the second meeting an alteration in the rules had been made, specifically authorizing the transfer of not more than 20 per cent. of the surplus to the pension fund. The rules provided that no rule should be made or amended except with the consent of a majority of the members present at a general meeting specially called, and that no amendment should be valid till registered. The alteration of the rule was registered on the 21st of July, which was after the passing of the resolution.

WARRINGTON, J., said it was plain that the purposes of the society could not be carried into effect without the employment of officers and servants, who must be paid remuneration. In his opinion, the committee of management might further obtain good service by providing pensions, and such provision was not outside the objects and statutory constitution of the society. The only objection to what had been done was to be found in the rules, and if the alteration of them on the 18th of July was not *ultra vires*, the plaintiff's case was not much advanced. Did the rules in their unaltered form prohibit what was done at the meeting? Rule 21, which dealt with the matter, was perfectly general, and contained nothing to prevent the distribution of the surplus by adding to the remuneration of officers and servants by pensions and gratuities. The rules as altered at the meeting in terms authorized the proposed application of the surplus. The plaintiff, however, further complained that the altered rule had been acted upon before it had been registered. That was not a question of *ultra vires*, but of a mere omission to conform to the proper formalities which could be cured at another meeting. It was clear that the plaintiff had not the majority of the society at his back, and it had been laid down in *Fogg v. Harbottle* (2 Hare 461) and *Burland v. Earle* (1902, A. C. 83), and by other authorities, that the court would not interfere to prevent a body like the society from doing things which were merely matters of internal management, except at the instance of a clear majority of the members.—COUNSEL, Baden Fuller; Gore-Browne, K.C.; Buckmaster, K.C., and Roope Reeve. SOLICITORS, J. A. Roberts; J. Tickle & Co.

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

W. DENNIS & SONS (LIM.) v. TUNNARD BROS. & MOORE.

Swinfen Eady, J. 24th Nov.

MASTER AND SERVANT—CONTRACT OF SERVICE—RESTRICTION ON TRADE—DISMISSAL—CAUSE OF ACTION—MOTION FOR INJUNCTION.

It is not competent for a servant to contend that he has been wrongfully dismissed when, instead of being given a week's notice to quit, in accordance with the terms of his contract, he is paid a week's salary and dismissed. Such a transaction does not amount to a wrongful dismissal, coupled with a tender of damages.

This was a motion for an injunction to restrain the defendants, Messrs. Tunnard Bros., from employing or continuing to employ the defendant George Moore, and to restrain George Moore from being or continuing to be employed by the said defendants, or any other person or persons, corporation or company, carrying on or being engaged in a similar business to that carried on by the plaintiff company in Kirton or within twenty miles thereof, for the term of five years, in breach of his agreement with the plaintiff company. The defendant Moore was employed, in accordance with the terms of his contract, in writing, by the plaintiff company, who are paper merchants, at a weekly wage, his employment to be terminated by a week's notice from either party, and there being the usual covenant in the contract in restraint of trade. The defendant company were also paper merchants, and had notice of Moore's contract with the plaintiff company, but took him into their service nevertheless. The manager of the plaintiff company called Moore into his office, and, telling him that for certain reasons his services would not further be required by the company, added that the cashier had been instructed to pay Moore his next week's wages, and he was then dismissed. Counsel for Moore contended that this transaction amounted to a wrongful dismissal in law, with a tender of the amount of the damages which could be recovered by an action at law, namely, the amount of the wages corresponding to the period of the notice to quit which was required to be given under the contract, and accordingly that the defendant Moore was no longer bound by his covenant in restriction of trade and was entitled to enter the service

of the defendant company. He cited *General Bill Posting Co. (Limited) v. Atkinson* (1909, A. C. 118), *Measures Bros. (Limited) v. Measures* (1910, 1 Ch. 356 and 2 Ch. 248), *South Wales Miners' Federation and Others v. Glamorgan Coal Co. (Limited) and Others* (1905, A. C. 239), and *Addis v. Gramophone Co. (Limited)* (1909, A. C. 488). Counsel for the plaintiff company contended that this was not a wrongful dismissal.

SWINFEN EADY, J., after stating the facts, said: In this case the plaintiff company agreed to employ, and Moore agreed to serve the plaintiff company at a weekly salary, the employment to be terminated by a week's notice on either side. It is only necessary for me to consider what was the transaction which took place with the manager. The manager, in effect, says: The company dispenses with your services, and the cashier is instructed to pay you your one week's salary in lieu of notice. The transaction is, in my opinion, as if the manager had said: I give you one week's notice now, and I will pay you your one week's salary now; so you need not come up next week; I will pay it you now instead. The plaintiffs thought they were acting in accordance with the agreement. If the defendant had said: I will not accept the money in lieu of a week's notice, he would then not have been entitled to his money till the end of the next week. In the *General Bill Posting Company v. Atkinson* Lord Collins said: "I think the true test applicable to the facts of this case is that which was laid down by Lord Coleridge, C.J., in *Freeth v. Burr* (1874, L. R. 9, C. P., at p. 213), and approved in *Mersey Steel Co. v. Naylor* (1884, 9 A. C. 434) in the House of Lords—that the true question is whether the acts and conduct of the party evince an intention no longer to be bound by the contract." In this case the acts and conduct of the plaintiff company clearly evinced an intention to be bound by the contract. I accordingly grant an injunction forthwith.—COUNSEL, Micklem, K.C., and Cozens-Hardy; Russell, K.C., and Frederick Thompson. SOLICITORS, Ellis, Munday, & Clarke; Field, Roseoe, & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

* * We are informed that the case of *Mentors (Limited) v. White* (reported *ante* p. 143) should have been named *Mentors (Limited) v. Evans*, and that Mr. W. M. Pyke acted as solicitor for Mentors (Limited), and not as agent for Mason & Moore Dutton (of Chester), as stated in the report.

New Orders, &c.

High Court of Justice.

CHRISTMAS VACATION, 1911.

NOTICE.

There will be no sitting in Court during the Christmas Vacation. During the Christmas Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Lush.

The Honourable Mr. Justice Lush will act as Vacation Judge from Friday, December 22nd, 1911, to Wednesday, January 10th, 1912, both days inclusive. His Lordship will sit at 10.30 in King's Bench Judges' Chambers on Friday, December 29th, 1911, and on Thursday, January 4th, 1912. On other days within the above period applications in urgent matters may be made to his Lordship by post or rail.

Applications may be made, in any case of urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

The Chambers of Mr. Justice Joyce and Mr. Justice Eve (A to D Division) will be open (for Vacation business only) from 10 to 2 on Wednesday, December 27th; Thursday, December 28th; Friday, December 29th, 1911; Tuesday, January 2; Wednesday, January 3; Thursday, January 4; and Friday, January 5, 1912.

At a meeting of the Corporation of the City of London, the special committee brought up, says the *Times*, a report recommending that the salary of Sir James Bell, the Town Clerk, be raised to £3,000 per annum as from Michaelmas, and that of that £500 should be contributed by the Valuation and Rating Department, the salary of £3,000 to be the maximum, and to include any additional services the Town Clerk may hereafter be called upon to perform. Mr. H. Dixon Kimber, in moving the adoption of the report, mentioned that the Town Clerk of Belfast was paid £3,500, and the Town Clerks of Birmingham and Glasgow £2,000 each. After a discussion the report was carried by 98 votes to 59.

Societies.

The General Council of the Bar.

The following are extracts from the annual statement for 1911 of this Council :-

The County Courts Bill, 1911.—The General Council of the Bar, whilst cordially approving of many of the clauses of this Bill, desire to express their strong disapproval of some of its provisions. I. The Bill is intended seemingly to produce a large increase in the number of actions commenced and tried in the county courts for amounts above £100. Unless such a result is aimed at, its main object is not apparent. The reason which has been frequently urged for so drastic a change—namely, the delay and block of business in the High Court no longer exists. At the present moment the King's Bench Division is well abreast of its work, whereas the great majority of actions to be tried in the county courts under clause 1 of the Bill would be determined in courts where the congestion of business is a serious and growing evil, and the constant subject of grave complaint. The poorer classes of suitors, for whose benefit the county courts were established, are already much delayed and inconvenienced by the introduction into the county courts of heavier and longer cases, and this evil will be greatly aggravated by the proposed legislation. The arrangements for the dispatch of business in county courts do not admit of continuity of trial in cases of any length. The county court judges are of necessity obliged to fix their sittings at the various courts upon their circuits some weeks or even months in advance; and when a case remains unfinished at the close of the first day's trial it is seldom possible to resume it except after a considerable interval. The result is that when parties and witnesses have come from a distance it is generally difficult, and sometimes impossible, to secure their attendance upon the adjournment. Where the trial is not continued upon consecutive days, additional points are raised, and additional evidence called, which added to the time occupied in recalling the evidence given on previous occasions necessarily prolongs the proceedings, and inevitably causes increased expense to the suitors. It should also be remembered that the absence of pleadings leaves the issues undefined, so that neither party is aware before trial of the actual points in dispute, thus rendering the procedure unsuited to cases of any complexity. Trials held under the circumstances above-mentioned are extremely unsatisfactory from every point of view, and in many cases result in great injustice. II. The Bill recognizes that the existing county court judges will be unable to deal with the additional work to be imposed upon them, and therefore proposes to relieve the judges of a substantial portion of their existing duties by the following methods :—(1) By a process of delegation of judicial work to the registrars, who usually are solicitors practising locally. It is contrary to the interests of the public that the standard of judicial administration should be lowered. The poorer classes of suitors are entitled, equally with the richer, to have their suits determined in open court by a judge of learning and experience. (2) By exempting the judges from their existing obligation to attend small courts. This will deprive the poor suitors in small cases of one of the principal advantages of the existing county court system, and (3) By the appointment of temporary assistant county court judges. The Council are of opinion that the appointment of temporary assistant county court judges is undesirable. It would tend to impair the efficiency of the tribunal and the authority of the court in the estimation of the public, and this, having regard to the increased jurisdiction in recent years and the important duties of a county court judge, would be prejudicial to the effective administration of the law. The Council further desire to point out that for a barrister to be a judge and counsel alternately, especially when he practices in the county court, is for obvious reasons open to grave objection. III. The Council approve of the extended right of appeal to the High Court on questions of fact alone, or of mixed law and fact, but think that such a right of appeal should be further extended to all cases in which the sum claimed or the amount involved exceeds twenty pounds. They strongly disapprove of the proposal that appeals from county courts should be heard by a single judge of the High Court, especially as by the Bill it is proposed to confer unlimited jurisdiction upon county courts subject to a right of removal. The objections to such a proposal are so obvious that it seems unnecessary to set them forth. IV. The scales of costs at present existing in the county courts were not compiled with a view to heavy litigation, and are quite inapplicable to the increased jurisdiction proposed by this Bill.

Proceedings by and against Poor Persons.—The Council were afforded an opportunity of considering certain proposed new rules dealing with proceedings by and against poor persons which were at the time under the consideration of the Rule Committee. The matter being urgent was referred by the Council to their Executive Committee, who prepared the following memorandum on the matter for submission to the Rule Committee :—Memorandum.—(1) These rules appear calculated to bring about so drastic a change in the existing practice and procedure of the High Court, that it is impossible to foresee their ultimate effect. (2) The provisions of rule 22 must lead to an immense increase of pauper litigation, the discretion of the court or judge being almost unfettered as to amount. Indeed the rule as drawn is wide enough to include litigation by or against every person, who, though not in the ordinary sense a poor person, would have difficulty in facing the costs of any particular litigation. It would in terms cover a large proportion of the ordinary actions as

at present tried in the High Court. (3) The combined effect of rules 23, 25, 26, 27, and 28 is : (a) The imposition of a novel and heavy obligation on the Bar (to which their assent has not been obtained). (b) The imposition upon members of the public, against whom a plausible cause of action may be alleged, of the necessity of incurring extra costs in appearing (1) before the reporters ; (2) to show cause against the report before the court or a judge, in addition to the costs of the actual trial, all of which costs will be irrecoverable even though the action fails. (c) The employment of reporters, by whose report it is presumed the court or a judge will be guided in exercising its powers under rule 22. This proposal is in substance a delegation of the power of the master to unpaid persons taken from one or other branch of the profession. 4. The effect of rules 28, 29, and 30 is : (a) To provide a strong inducement to the bringing of doubtful or speculative actions by persons who, if successful, obtain payment of their full costs ; if unsuccessful, are under no liability to pay court fees, fees to counsel or solicitor, or the costs of their successful opponents. (b) That the solicitor and counsel of a person suing or defending as a poor person shall not receive any profit costs or fees if unsuccessful, but in the event of success shall receive such profit costs and fees as would be recovered from the other party on taxation in litigation of the ordinary kind. This memorandum does not deal with these rules so far as they affect solicitors, but in their relation to counsel they introduce a principle entirely novel and contrary to every tradition of the English Bar. It is a primary rule—not merely of Bar etiquette, but of Bar morality—that no barrister shall have, by agreement or otherwise, any pecuniary interest in the result of his professional services ; and payment by results, in whatever form it may be disguised, has always been and still is absolutely prohibited by the unwritten but often declared laws of the profession. The reasons which justify this rule are well known, though the limits of this memorandum do not admit of their discussion here. It is felt, however, that the great majority of the Bar will not willingly co-operate in an innovation which is so absolutely opposed to the long-established customs and rules of their profession. The above memorandum was brought to the notice of the members of the Rule Committee in January last. The Council understand that the Rule Committee have not since proceeded further with the matter.

The Amended Scheme of Circuits.—The Council adopted the following report of a special committee of the Council appointed to consider and report to the Council upon the above matter. Report.—The committee have had under their consideration the amended scheme of circuits sent by direction of the Lord Chief Justice to the Council for their consideration, and referred by the Council to the committee for consideration and report. The committee are glad to notice that several of the observations of the Council upon the circuit scheme embodied in the Order in Council, dated the 19th of March, 1908, have received attention, and the suggestions contained in the Council's report of the 6th of July, 1908, adopted. The committee understand that the scheme now under consideration has been submitted to the circuits, and that the views of the circuits have already been communicated to the Lord Chief Justice. Under the circumstances the committee conceive that no useful purpose would be served by further detailed comment upon the scheme. They desire, however, to submit the following observations :—(1) If and so far as the scheme is intended to provide for the concentration of the civil business of more than one circuit at one centre, the committee strongly disapprove of the proposal. (2) They think that civil business should be taken in the autumn at either Leicester or Nottingham. (3) They think that two judges should go to Stafford, and that civil business should be taken there at the Autumn Assize. (4) The time allowed at several places on each circuit is, in the opinion of the committee, too short for the proper conduct of the business of the Assize. The committee desire to re-state their strong objection to the unduly long and late hours during which the courts frequently sit on circuit. They are convinced that such prolonged sittings are not conducive to the dignity of the proceedings or to the satisfactory despatch of business, and alike in the interests of the parties, the judges, and all concerned in the administration of justice, are much to be deprecated. (5) They deprecate the constant employment of members of the Bar as Voluntary Commissioners to enable the judges to complete the business of the Assize in the limited time allotted. They consider that the public, in the country no less than in London, are entitled to the services of a judge of the High Court, and that the employment of Voluntary Commissioners should be exceptional, and to meet some entirely unexpected and unforeseen emergency.

Obituary.

Mr. H. E. Milne.

Mr. Henry Ernest Milne, of Warrenhurst, Weybridge, and 11, Stone-buildings, Lincoln's-inn, died on the 8th inst., after a long illness. He was the youngest son of the late Reverend Nathaniel Milne, of Leamington, formerly Rector of Radcliffe, Lancashire, and was born in 1860. He was educated at Eton and Brasenose College, Oxford, where he took his B.A. in 1881, afterwards proceeding to M.A. He was called to the Bar in 1884, and formerly practised as a conveyancer. He married, in 1882, Constance Alice Maud Milne, eldest daughter of the late Alfred Milne, of Chiddingfold, Surrey, by whom he had one son and five daughters, all of whom survive him. He was buried at Hersham, Surrey, on the 12th inst.

Legal News.

Appointment.

SIR ALBERT ROLLIT, Kt., LL.D., solicitor, has been appointed Consul-General of Roumania at London.

Changes in Partnerships, &c.

Dissolutions.

SAMUEL THOMAS BIGGS and FREDERICK THOMAS COUPLAND, solicitors (Biggs, Roche, Coupland, & Co.), East Sheen. Nov. 23. Such business will be carried on in the future by the said Frederick Thomas Coupland alone.

HARRY BRAY and WILLIAM EDWARD PRICE, solicitors (Bray & Price), Leicester. Dec. 2.

EDMUND RUSSELL DONISTHORPE, B.A. (Cantab.). Swan House, Great Swan-alley, in the City of London, and WILLIAM HERBERT DICKSON, 7, New square, Lincoln's-inn, and at Swan House, Great Swan-alley aforesaid, and at Chesham and Amersham, solicitors (Donisthorpe & Dickson). Nov. 23. Such business will be carried on in the future by the said Edmund Russell Donisthorpe, the said William Herbert Dickson will practise at 7, New-square aforesaid.

ALFRED FIELDER, EDWARD OWEN JONES, and WILLIAM HARRISON, solicitors (Fielder, Jones, & Harrison), 1, Raymond-buildings, Gray's-inn, London. Sept. 30. The said Edward Owen Jones and William Harrison will continue to carry on the said business at 1, Raymond-buildings aforesaid, under the same style or firm.

ARTHUR HAROLD GARSTANG and ARTHUR ECKERSLEY HOPE, solicitors (Hope & Garstang), Atherton, Leigh, and Wigan. Nov. 1. [Gazette, Dec. 15.]

ELKAN NATHAN ADLER, EDWARD STANLEY MOULD PEROWNE, and CLAUDE SAVELL BLACKMORE, solicitors (Adler & Perowne), 15, Cophall-avenue, London, and 95, Rue des Petits Champs, Paris. Nov. 30. The said Elkhan Nathan Adler and Claude Savell Blackmore will continue to carry on the said business, together with Ernest Royalton Kisch, under the same style or firm of Adler & Perowne, at the same address; the said Edward Stanley Mould Perowne will practise on his own account at 10, Coleman-street, London.

WILLIAM HENRY ROBERT HARGRAVE and ALFRED HOWARD BARRETT, solicitors (Hargrave, Son, & Barrett), 24, John-street, Bedford-row, London. Nov. 21. The said William Henry Robert Hargrave will carry on the practice under the old name and at the same address. [Gazette, Dec. 19.]

General.

His Honour Judge Edge, in giving his decision in a case tried before him at the Clerkenwell County Court, said, according to the *Times*, that "the increase of perjury in the county courts is so alarming that public attention ought to be directed to it. It is a pressing demand. I am saying it as a retiring judge, after being on the bench for twenty-three years, that it is almost impossible to do justice between parties owing to the prevalence of false swearing. It really is shocking. It has been a matter which has placed a very great anxiety upon judges who have to try cases, and endeavour to do what is right and just between parties. False swearing is increasing in a way that I think the Legislature ought to pay attention to at once. I do not think any one would oppose the suggestion that greater powers should be placed in the hands of judges for checking perjury."

A Western lawyer recently, says the *Central Law Journal*, stormed a simple-minded jury with the following astounding peroration and gained a verdict:—"You may bring the prisoner in guilty, and the hangman will do his duty, but will that excuse you, No! In that case each of you will be murderers! Who among you is prepared to have the brand of Cain marked upon his brow to-day?—you, freemen in this land of liberty and light. I pledge you my word not one of you has a bowie knife. Your pockets are odoriferous with the fumes of cigars and tobacco. You may smoke the tobacco of rectitude in the pipe of a peaceful conscience, but hang my unfortunate client and the scaly alligators of remorse will gallop through the internal principals of your animal viscera, until the spinal vertebrae of your anatomical construction will be converted into a gigantic railroad for the grim and gory goblins of despair."

"A Country Solicitor," writing to the *Standard*, says:—"I believe that I am expressing the view of the legal profession generally and of their clients in protesting against the vexatious delay that is being continually occasioned by the difficulty in getting the official valuers to survey the properties of deceased landowners for the purpose of enabling the Somerset House authorities to pass the estate duty accounts submitted to them. A settlement of quite a small estate in which I was recently concerned was delayed on that account for nearly a year, and other matters which I am endeavouring to settle are tied up in the same way. Although it is quite realised that the existing staff of official valuers is quite inadequate to deal with the innumerable cases daily coming before them, this seems easily capable of remedy by increasing their number. This, however, would, I imagine, be inconsistent with the 'economic' views of our Socialistic Chancellor of the Exchequer."

The lawyer for the prosecution, says the American *Case and Comment*, had finished his closing argument, and the judge, a pompous and long-winded individual, was charging the jury. He was in the midst of an unusually long and tedious address when he suddenly noticed that one of the jurymen had fallen asleep. The indignation of his honour was boundless. Rapping sharply on his desk he awakened the slumberer, who seemed not at all abashed at being thus caught napping. After glaring at him angrily for a few moments, the magistrate in his most sarcastic tone said: "So that's the way you attend to your duty, is it? You're a fine specimen to have on a jury. Do you think your opinion will be of any value when I send you out to determine the fate of this prisoner?" "Yes, sir," said the jurymen quietly, "I think so." "Oh, you do, do you?" shouted the exasperated judge. "Pray, tell me, sir, how long have you been sleeping?" "I don't know, your honour," was the reply. "How long have you been talking?"

In a case before Judge Woodfall at the Westminster County Court, counsel for the plaintiff, before the jury was sworn, says the *Times*, applied for an adjournment on the ground that the defendants now appeared with a leader. He thought that in a case of such seriousness notice ought to have been given to the plaintiff. His Honour thought there might have been an intimation. Mr. Marshall Hall, K.C., who appeared with Mr. E. F. Spence for the defendants, characterized the application as most improper, one made to discount the defendants' case before the jury. If there was any question about his appearance he would at once return his brief and leave the case to Mr. Spence. After some discussion it was arranged that the action should be adjourned generally, with liberty to apply to the High Court to have it tried there. The judge remarked that he had seen one side perturbed by the appearance of a leader on the other, but had never before heard an application for an adjournment on such grounds.

In the House of Commons, on the 16th inst., Mr. Remnant asked the Attorney-General whether he was aware that, notwithstanding the amount of the *ad valorem* fees payable under the Rules of the Land Transfer Act, 1897, on the first registration of property in the county of London the fees payable are still larger on any subsequent dealing with registered property by way of assignment or mortgage; and would he explain why higher fees were charged, having regard to the fact that the work in connection with the registration is completed when the property is first registered and that the work should be nominal on subsequent registration, and why the recommendation of the Royal Commission, made in January last, in favour of reducing the registration fees, has not been acted upon. The Attorney-General said the report of the Royal Commission on the subject of fees, as in all other respects, is still under consideration. With regard to the rest of the question, I am unable to accept the description given or suggestions made in reference to this matter by the hon. member, but my reasons and explanations could not properly be given in answer to a question.

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W. [ADVR.]

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADVERTISING CONTRACTORS AND PRINTERS, LTD.—Creditors are required, on or before Dec. 22, to send their names and addresses, and the particulars of their debts or claims, to A. H. Terry, 5 and 6, Bond-st, Liquidator.

BULEVÈRE PRINTING AND PUBLISHING CO., LTD.—Petition for winding up, presented Dec. 9, directed to be heard Jan. 16 Heywood & Ram, The Outer Temple, 222, Strand, solars for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan. 15.

BOLTON MOOR LAND AND BUILDING CO., LTD.—Petition for winding up, presented Dec. 11, directed to be heard at the County Court House, Mawdesley st, Bolton, Jan. 3, Coope, 18, Atcrefield, Bolton, solars for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan. 2.

BRITISH AND ARGENTINE CORPORATION, LTD.—Creditors are required, on or before Feb. 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Gilbert, Blomfield House, London wall, Leach, Sergeant's Inn, solicitor for the liquidator.

BRITISH CORK ASPHALT, LTD.—Petition for winding up, presented Dec. 13, directed to be heard Jan. 16 Dommett & Son, 46, Gresham st, agents for Canning & Kyrie, Chard, solars to the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan. 15.

CENTRAL PARK AMUSEMENTS, LTD.—Petition for winding up, presented Nov. 23, directed to be heard Dec. 19, Edridge & Newnham, 27, Qu'en Victoria st. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec. 18.

CITY AND SUBURBAN WINE AND SPIRIT CO., LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan. 16, to send their names and addresses, and the particulars of their debts or claims, to Edward Cecil Moore, 3, Crosby sq, Liquidator.

DAVIS ELECTRICAL CO., LTD.—Petition for winding up, presented Dec. 8, directed to be heard Jan. 16, Wells & Sons, 17, Paternoster row. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan. 15.

EDWARDS AIR PUMP SYNDICATE, LTD.—Creditors are required, on or before Feb. 23, to send their names and addresses, and the particulars of their debts or claims, to C. Williamson Milne, and William S. Gregg, 3 & 5, Crown st, Old Broad st, liquidators.

ENFIELD AND NORMANTON CO-OPERATIVE SOCIETY, LTD.—Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to John William Gunton, 64, Taverners rd, Peterborough, liquidator.

Y. G. PATERSON & CO, LTD.—Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to W. Ross Sharp, 50, Brown st, Manchester, Field & Cunningham, Manchester, solvors to the liquidator.

F. W. SYNDICATE LTD.—Creditors are required, on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to E. D. Hodgson, 114, Holborn, liquidator.

FRANCIS E OWEN & CO, LTD (IN LIQUIDATION).—Creditors are requested on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to G. C. Corfield, Balfour House, Finsbury pvt, liquidator.

GASKINS, SYKES, & ROBERTS, LTD.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to John Whitshill, 33, Waterloo st, Birmingham, Pepper & Co, Birmingham, solvors to the liquidator.

GOOLE SKATING RINK CO, LTD.—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Geo Wm Townsend, Carlisle chmrs, Goole, liquidator.

ISAAC STOREY & SONS, LTD.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Alfred Herbert Powell, 42, Spring gdns, Manchester, Pepper & Co, Birmingham, solvors to the liquidator.

MARTINEAU, BEAMES AND MADELEY, LTD.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Charles Edward Martineau, St Paul's sq, Birmingham, Ryland & Co, Birmingham, solvors to the liquidator.

NEWMAN, HENDER & CO, LTD.—Creditors are required on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to John Whitshill, 33, Waterloo st, Birmingham, Pepper & Co, Birmingham, solvors to the liquidator.

REEVES PATENT FILTERS CO, LTD.—Creditors are required, on or before Dec 27, to send their names and addresses, and the particulars of their debts or claims, to Thomas Jenkins, 9 am 11, Fenchurch av, liquidator.

SOUTH SUMATRA RUBBER ESTATES, LTD.—Petn for winding up, directed to be heard Oct 17 will be heard Dec 19. Salaman & Co, London wall, solvors for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 18.

W. FOSKETT, LTD.—Petn for winding up, presented Dec 12, directed to be heard Jan 16. Vernon Haigh Henderson, Finsbury pvt, solvors for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 15.

WHENHAM AND WATERS, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Frank Brown & Willans, Post 1, High st, Croydon.

WINCHESTER CO, LTD.—Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to A. E. Terry, 5 & 6 Bond st, liquidator.

London Gazette.—TUESDAY, Dec 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EXCELSIOR ASSURANCE SOCIETY, LTD.—Creditors are required, on or before Dec 27, to send their names and addresses, and the particulars of their debts or claims, to William Goodwin, 8, Warrenton rd, Herne Hill, liquidator.

JOHN GRADY, LTD.—Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts or claims, to George Holland Turner, Arcade chmrs, Wigan. Arthur Smith, Wigan, solvors to the liquidator.

MICHAEL PALMER & CO, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick B. Smart, 22, Queen st, liquidator.

MINEHEAD LAND CO, LTD.—Creditors are required, on or before Jan 2, to send their names and addresses, and the particulars of their debts or claims, to Richard Holman and John Henry Leather, 18, The Avenue, Minehead. Joyce, Minehead, solvors to the liquidator.

NATIONAL BANK OF CHINA, LTD (IN LIQUIDATION).—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Thorner's Chambers, Ingram st, Fenchurch st. A. R. Lowe, liquidator.

PEHANG DISPENSARY, LTD (IN LIQUIDATION).—Creditors are required, on or before Mar 1, to send their names and addresses, and the particulars of their debts or claims, to Prosper S. Leger Lison, Beach st, Penang. Adams & Alias, Bank bldgs, Penang, solvors to the liquidator.

RUBBER PRODUCE AGENCY, LTD.—Petn for winding-up, presented Dec 14, directed to be heard Jan 16. Richard Brooks, 24, Lawrence ln, Cheapside, solvors for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 15.

UNLIMITED IN CHANCERY.

M. HARTOGSON & CO.—Creditors are required to send in particulars of their claims and demands to Alexander G. Parker, 2, Coleman st, on or before Jan 15.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Dec 15.

BOLTON SKATING RINK CO, LTD.
ELY RHONDA COLLIERIES CO, LTD.
RAWTENSTALL THEATRE CO, LTD.

WINCHESTER CO, LTD.
ADVERTISING CONTRACTORS AND PRINTERS, LTD.

JENK CO, LTD.
ASBESTINE FISHING CO, LTD.

OTTO FULTON PROCESS, LTD.

MAIKON SHIRVANSKY OIL CO, LTD.

COLONIAL COPPER CORPORATION, LTD.

HYGIENIC AERATED WATER CO, LTD.

JAMES HOWARTH & SONS, LTD.

MOMS BRIDGE IRON AND STEEL CO, LTD.

ROUNDHAW AMUSEMENTS CO, LTD.

SOUTH SUMATRA RUBBER ESTATES, LTD.

F. W. SYNDICATE, LTD.

B. S. H. SYNDICATE LTD.

BRITISH & GENERAL PRODUCE CO, LTD.

SARTORIUS GEESHOEI & CO, LTD.

EGERTY SCHOOL ELECTRIC LIGHTING CO, LTD.

BRITISH & ARGENTINE CORPORATION LTD.

COLLINDALE HYGIENIC DAIRY CO, LTD.

E. R. STONE & CO, LTD.

ALLIED CO, LTD.

HIGH VALLEY CONCRETE WORKS, LTD.

BOOTH EURASIA BREWERY CO, LTD.

SPRING MOTOR AND BRAZING CO, LTD.

REEVES PATENT FILTERS, CO, LTD.

NAHT TURKISH BATHS CO, LTD.

EDWARD BUTTERWORTH & CO, LTD.

GRASSBY, MARY, Barton upon Humber Jan 6 Mason, Barton upon Humber	GRATTON, CHARLES ANNA POSTHEMUS, Andover, Hants Feb 9 Radcliffe, Devizes	BIGGS, WILLIAM, Henbury, Glos, Farmer Jan 15 Birtill, Bristol
GREEN, WILLIAM, Wenhurst, Suffolk, Farmer Jan 31 Synnot, Manningtree, Essex	HARSH, JAMES, Hove, Sussex Pet Dec 9 Ord Dec 9	BIRCHLEY, JANE, Hereford Jan 31 Earle & Co, Conduit
HARDY, GRACE MAXWELL, Westbury upon Trym Jan 29 Meade-King & Co, Bristol	HARRIS, DAVID, Dinas, Pemroke Jan 12 Morgan & Richardson, Cardigan	CARTWRIGHT, MRS DORA BANINGTON, Shepperton Midx Jan 17 Downey & Lunn
HATTERSLEY, SARAH HANNAH, Derby Jan 18 Thirby, Derby	HATTERSLEY, SARAH ELIZABETH, Davenport rd, Catford Jan 31 Wickes & Knight, Finsbury House, Bloomsfield st	CLARK, WILLIAM, Ospringe, Kent, Farmer Feb 1 Tassell & Son, Faversham
HOLME, ETHEL, Rusholme, Manchester Jan 29 Ince & Co, St Benet chmbs, Fenchurch st	HOBBS, SIDWELL SHELL, Brighton Jan 30 Goldman, Southampton st, Bloomsbury	CLUGG, VIOLET, St Annes on the Sea, Lancs Jan 31 Topping, Blackpool
HUNTER, CONSTANCE, Mortimer, Berks Feb 10 H & C Collins, Reading	HODGES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	DALE, KATHERINE MARION, Bath Jan 18 Fuller & Co, Bath
JACKSON, SAMUEL, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HOBINS, DAVID, Dinas, Pemroke Jan 12 Morgan & Richardson, Cardigan	DAVIES, THOMAS, Walsall, Haulier Feb 15 Evans, Walsall
JOHNSON, MARY ELISABETH, Crawley, Sussex Jan 17 White, East Grinstead	HODGE, ERNEST, Southborough, Kent Jan 31 Winter & Co, Bedford row	FORDREED, FRANCIS, Jubilee st, Mile End, Fruiterer Jan 15 Syrett & Son, Finsbury
KENNION, JEANNE FREDERICA, Southborough, Kent Jan 31 Winter & Co, Bedford row	HOGG, HERMAN LOUIS EDWARD, Swansea Dec 31 Vine & Co, Swansea	FRANCIS, HENRY JOSEPH FIELDWICK, Clapham rd, Coachbuilder Jan 1 Ayers, Carey & Gilverray, Elizabeth Woolcombe, Exeter Jan 25 Bremer & Luke, Exeter
LATTON, THOMAS, Bradford, Middx Jan 27 Phillips & Cummings, Sherborne in	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	GIOGI, MATILDA, Beccles, Suffolk Jan 30 Pontifex & Co, St Andrew st, Holborn circus
MASTERTHOMAS, HENRY ARNOLD, Swanage, Dorset, Boot Maker Jan 30 Castleman-Smith & Symes, Blandford, Forum, Dorset	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	GOLDING, MARIE, Stratford St Mary, S. Folk Jan 15 Raper & Co, Chichester
METCALFE, WILLIAM, Shipley, Yorks Jan 14 Gaunt & Co, Bradford	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	GOUGH, EDWARD, Sunbury Hill, nr Wrexham, Colliery Under Manager Jan 12 Allington & Co, Wrexham
MILLS, ALFRED CHARLES, Kempstow rd, Breatham, Licensed Victualler Feb 1 Wellborne & Son, Duke st, southwark	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	GRAY, WILLIAM HENRY, Binsteed, nr Ryde, I of W Jan 15 Vincent, Ryde
OGDEN, CHARLOTTE ANN ELEANOR, Folkestone Jan 31 Harrison & Powell, Raymond bldg's	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HAINES, FRANCIS, Hounslow Jan 13 Robinson, Hounslow
OGDEN, RICHARD TYNWALD, Folkestone Jan 31 Harrison & Powell, Raymond bldg's	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HARDACRE, HANNAH, Liscard, Chester Jan 19 Evans & Co, Liverpool
OLLEY, ANNIE HELENA, Ferozepore, Punjab, India Jan 15 Maddison & Co, Old Jewry Park	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HARKNESS, JOHN, Aston, Birmingham Jan 22 Nicklin & Hawley, Walsall
PINNICK, CHARLOTTE, Imperial rd, Wood Green Jan 31 Woolley, Clement's inn, Surbiton	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HART, PERCY MAURICE CRAWCOURT, New Broad st, Solicitor Jan 10 Williams & Co, New Broad st
PRIESTLER, MARY, Warburton, Chester Jan 15 Higham & Co, Altringham	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HEWITT, FRANK WILLIAM, Bridgnorth, Salop Jan 30 Bird & Eldridge, St James st
RAEVES, LIEUT COL WILLIAM WOODWARD, Tunbridge Wells Jan 12 Dawes & Sons, Bircham ln	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HILL, ANN, Peterborough Jan 20 Wyman & Abbott, Peterborough
REEVES, GEORGE IRVING, Liverpool rd, Islington Jan 20 Fraser & Son, Southampton st, Bloomsbury	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HILLAH, MARY, Peterborough Jan 20 Wyman & Abbott, Peterborough
REW, OWEN WILLIAM, Nightingale d, Lower Clapton, Grocer's Manager Jan 19 Greig, Fen-hurch st	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HILLIER, ALFRED PETER, Eccleston sq, MP Jan 27 Dowson & Co, Surrey st
ROBERTS, FRANK, Stelling, Kent Jan 12 Tatham & Lousada, Old Broad st	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HOLME, LOUISE JANE, Stamford Hill, Stoke Newington Dec 31 Whately, Malvern
ROBINS N, HUGH CECIL, St James's pl, St James's Jan 15 Druses & Attlee, Billiter sq	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	HUTCHINSON, ALFRED, Highbury Park Feb 8 Travers & Co, Throgmorton av
SHELTON, ELIZABETH MARY, St Neots, Hunts Jan 18 Tebbs & Son, Bedford	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	MARSHALL, ANN, Midleton rd, Dalston Jan 31 Norris & Co, Gracechurch st
SHUTER, WILLIAM, Belsize grove, Hampstead Jan 10 Dawes & Sons, Bircham ln	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	MAYO, AGNES MATILDA, Westwood Park, Southampton Jan 20 Pearce & Keele, Southampton
SMITH, EBENEZER STANLEY, MD, MRCP, Wimpole st Jan 14 Guillaume & Sons, Salisbury sq	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	MILLER, JOHN, Newcastle upon Tyne Greco Jan 20 Ward, Newcastle upon Tyne
STANDISH, ELIZA, Cheltenham Jan 12 Heath & Eckersall, Cheltenham	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	PEARCE, LAURA THERESA, Tunbridge Wells Feb 1 Crawley & Co, Arlington st
SWEDS, MARIA, Weston super Mare Jan 13 Dickinson & Sons, Weston super Mare	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	PIERPOINT, JOHN, Longport, Burslem, Licensed Victualler Jan 12 Acock & Abberley, Burslem
STRETCH, JOSEPH, Old Bradford, nr Manchester Jan 16 Bowden, Manchester	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	PLASTROW, EMMA, High Wycombe, Bucks Jan 22 Clarke & Son, High Wycombe
TAYLOR, EMILY HARRIET, Birmingham Dec 30 Wright & Co, Birmingham	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	POTTER, NEVINS THOMAS BAT, Jan 30 Dyer, Bath
TINMOUTH, WILLIAM, South Shields Dec 25 Marshall & Co, South Shields	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	PRICE, HELEN, Rosenthal rd, Catford Jan 31 Holder & C, Clement's inn, Strand
TRENBERRY, MARTHA BLAKESLEY, Hove, Sussex Feb 12 Algar, Abchurch ln	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	RATTRAY, AMELIA CAROLINE, Tiverton, Devon Mar 25 Fisher, Tiverton
TURNER, MARY, Derby Jan 23 Gidley & Co, Derby	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	RAWLINS, CECIL MORTIMER MURRAY, Gresham house, Old Broad st, Solicitor Jan 21
UNDERWOOD, FREDERICK JAMES, Hyde Park Gardeia, Wine Merchant Feb 14 Simpson & Co, Gracechurch st	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	DRAKE & CO, Rood in
WEIL, JOSEPH, Finsbury Park rd, Licensed Victualler Jan 31 Gaborn & Osborn, Coleman st	HOLMES, DAVID, Tunbridge Wells, C I E Jan 31 Cheale & Son, Tunbridge Wells	RINGER, JAMES, Terrington St Clements, Norfolk, Cordwainer Feb 1 Ward, King's Lynn
<i>London Gazette.—TUESDAY, Dec. 19.</i>		
ADDYMAN, CHARLES HENRY, Hove, Sussex Jan 21 Carrick, Stokesley		
ASHBY, GEORGE, Brighton Feb 14 Cobbatch & Co, Brighto		
ASHBY, SIR JAMES WILLIAM MURRAY, RN, KCB, Ninfield, Sussex Jan 15 Langham & Co, Hastings		
BEST, MATTHEW, Sunninghill, Berks, Steward Jan 31 Durnford & Son, Temple chmbs		

Bankruptcy Notices.

London Gazette.—TUESDAY, Dec. 12.

ADJUDICATIONS.

ANDREWS, ALBERT ALEXTHIN, Hereford, Solicitor's Clerk	LAWORTH, LUCY ISABEL, Coventry Coventry Pet Dec 7 Ord Dec 7
HARVEY, LEONARD, Knottingley, York, Coal Dealer Wakefield Pet Dec 8 Ord Dec 8	LEIDOVICH, JOSEPH, Fournier st, Commercial st, Wholesale Furrier High Court Pet Oct 31 Ord Dec 8
ASHER, LEONARD, Knottley, York, Coal Dealer Wakefield Pet Dec 8 Ord Dec 8	LEWIS, JOHN LLOYD, Saint Clears, Carmarthen, Timber Merchant Carmarthen Pet Dec 8 Ord Dec 8
ASTLEY, WILLIAM, Kingston on Thames Kingston, Surrey Pet Nov 15 Ord Dec 7	MINTY, GEORGE, Bradford, Confectioner Bradford Pet Nov 23 Ord Dec 7
BRIGGS, JOHN HENRY, Burwell, Lincs, Cycle Agent Great Grimsby Pet Nov 16 Ord Dec 8	MITCHELL, HARRY, Reddish, Stockport, Lancs, Cycle Mechanic Stockport Pet D 7 Ord Dec 7
CHAPLIN, NELLIE CATHERINE, Taplow, Bucks Windsor Pet Aug 25 Ord Dec 7	OUMLINN, GUSTAVE, Liverpool Liverpool Pet Nov 24 Ord Dec 9
COLE, EDWIN JAMES, Sancreft st, Kennington rd, Jobmaster High Court Pet Nov 20 Ord Dec 7	PALMER, JOHN ALBERT, Ipswich, Boot Maker Ipswich Pet Dec 9 Ord 1 Dec 9
DALE, RICHARD, Barton on Humber, Journeyman Blacksmith Lincoln Pet Dec 8 Ord Dec 8	RICHARDSON, JOANNA, Sunderland Sunderland Pet Nov 18 Ord Dec 7
DAVISON, HENRY JOCKLYN, Bexhill Hastings Pet Nov 1 Ord Dec 8	SCRAPFIELD, WILLIAM, Sheffield, Fruiterer Sheffield Pet Dec 7 Ord Dec 7
EATON, ANNIE, Willenhall, Staffs, Wolverhampton Pet Dec 8 Ord Dec 8	SLATER, ARTHUR STAFFORD, Perry Vale, Forest Hill, Chemist Greenwich Pet Dec 8 Ord Dec 8
GARNER, ROBERT CLARKSON, Newark-on-Trent, Librarian Nottingham Pet Dec 8 Ord Dec 8	STEER, GEORGE, Woodham Ferris, Essex, Boot Dealer Chelmsford Pet Sept 12 Ord Dec 6
GOODIER, LEONARD, Preston, Carter Preston Pet Dec 5 Ord Dec 5	STUDY, HARRY, Matton, Yorks, Coal Dealer Scarborough Pet Dec 11 Ord Dec 5
GRAY, GEORGE, Gosling, Ingworth, Norfolk, Miller Norwich Pet Dec 9 Ord Dec 9	STURT, JOHN JAMES HENRY, Coventry High Court Pet Sept 21 Ord Dec 7
GROSVENOR, FREDERICK SIMON, Linden gdns, West Kensington, Co Director High Court Pet Oct 18 Ord Dec 8	TOPPING, THOMAS, Southport, Electrical Engineer Liverpool Pet Dec 8 Ord Dec 8
HARROGATE, EDGAR HARRY, New Broad st House High Court Pet Sept 9 Ord Dec 8	WHITE, HARRY WILLIE, Wickham, Hants, Farrier Portsmouth Pet Dec 5 Ord Dec 6
HARRIS, GEORGE BETTIN, Crown Office row, Temple, Barrister Birmingham Pet Aug 19 Ord Dec 7	LAWORTH, LUCY ISABEL, Coventry Coventry Pet Dec 7 Ord Dec 7
HARRISON, WILLIAM HENRY, Worthing, Stock Dealer High Court Pet Aug 21 Ord Dec 8	ANDERSON, JAMES, Silbottle, nr Alnwick, Contractor Newcastle upon Tyne Pet Dec 13 Ord Dec 13
HASKINS, SAMUEL WILLIAM, Northampton, Baker Northampton Pet Dec 7 Ord Dec 7	ATTERTY, SYDNEY THOMAS, Spalding, Lincs, Pawnbroker Peterborough Pet Nov 20 Ord Dec 11
HITCHINGS, JOHN THOMAS, Stroud, Glos, Farmer Gloucester Pet Dec 9 Ord Dec 9	BARTON, AMBROSE WILLIAM, Lytham, Lancs Preston Pet Nov 29 Ord Dec 12
IVES, JAMES STEPHEN, Canterbury ter, Maid Vale, Jobmaster High Court Pet Nov 10 Ord Dec 9	BASTICK, THOMAS, Portsmouth, Baker Portsmouth Pet Dec 11 Ord Dec 11
JACKSON, Dacre WOFFORD, Clifton Dale, York High Court Pet Nov 8 Ord Dec 8	BLUSTEIN, ABRAHAM, Birmingham, Glass Merchant Birmingham Pet Nov 28 Ord Dec 12
JONES, JOHN OWEN, Llangeinwen, Anglesey, Saddler Bangor Pet Dec 8 Ord Dec 8	BODIS, WILLIAM HENRY, WILFRED HARRY STUART BODIN AND FRANK NORMAN BODIN, Leamington, Warwick, Sanitary Engineers Warwick Pet Dec 11 Ord Dec 11
KRAL, BENNET, Marldon, near Paignton, Farmer Plymouth Pet Dec 9 Ord Dec 9	BROWN, SAMUEL, sen, Sheffield, Traveller Sheffield Pet Dec 11 Ord Dec 11

London Gazette.—FRIDAY, Dec. 18.

RECEIVING ORDERS.

ANDERSON, JAMES, Silbottle, nr Alnwick, Contractor Newcastle upon Tyne Pet Dec 13 Ord Dec 13	CHAPMAN, THOMAS PETTIFER, Gt Winchester st, General Merchant High Court Pet Aug 15 Ord Dec 13
ATTERTY, SYDNEY THOMAS, Spalding, Lincs, Pawnbroker Peterborough Pet Nov 20 Ord Dec 11	CLARK, ARTHUR, Earlestown, Lancs, House Furnisher Warrington Pet Dec 11 Ord Dec 11
BARTON, AMBROSE WILLIAM, Lytham, Lancs Preston Pet Nov 29 Ord Dec 12	CLODE, HERBERT NATHANIEL Emberton, Bucks Jobmaster Northampton Pet Dec 12 Ord Dec 12
BASTICK, THOMAS, Portsmouth, Baker Portsmouth Pet Dec 11 Ord Dec 11	COPE, MARY, Nunton, Warwick Coventry Pet Dec 11 Ord Dec 11
BLUSTEIN, ABRAHAM, Birmingham, Glass Merchant Birmingham Pet Nov 28 Ord Dec 12	CRESSHULL, FARNERICK HOWARD, Middleton bldg's, Islington, Commercial Clerk High Court Pet Dec 11 Ord Dec 11
BODIS, WILLIAM HENRY, WILFRED HARRY STUART BODIN AND FRANK NORMAN BODIN, Leamington, Warwick, Sanitary Engineers Warwick Pet Dec 11 Ord Dec 11	DARLINGTON, JOSEPH, Brixham, Devon Plymouth Pet Dec 11 Ord Dec 11
BROWN, SAMUEL, sen, Sheffield, Traveller Sheffield Pet Dec 11 Ord Dec 11	DEAN, ALFRED WILLIAM, Great Yarmouth, Tailor - Great Yarmouth Pet Nov 21 Ord Dec 11
DAVIS, HAROLD VICTOR, Ogmore Vale, Glam, Ironmonger Cardiff Pet Nov 25 Ord Dec 12	EDWARDS, THOMAS HERBERT, Abercynon, Glam, Hairdresser Pontypridd Pet Dec 9 Ord Dec 9
DAVIES, HAROLD VICTOR, Ogmore Vale, Glam, Ironmonger Cardiff Pet Nov 25 Ord Dec 12	GILES, FARNERICK, Oxford, Furniture Dealer Oxford Ord Dec 13
DOO, ALICE WILLIAM, Great Yarmouth, Tailor - Great Yarmouth Pet Nov 21 Ord Dec 11	GLANVILLE, JOSEPH, Brixham, Devon Plymouth Pet Dec 11 Ord Dec 11
GORRAN, WILLIAM Melocyanthin, Neath, Glam, News Vendor Neath Pet Dec 12 Ord Dec 12	GOODMAN, WILLIAM, Neath, Glam, News Vendor Neath Pet Dec 12 Ord Dec 12
GROVES, ALFRED, Bristol, Butcher Bristol Pet Dec 11 Ord Dec 11	HARMS, WENSTRA, Kingston upon Hull Kingston upon Hull Pet Dec 12 Ord Dec 11
HALLIDAY, WILLIAM, Thorne, Yorks, Joiner Shiffield Pet Dec 12 Ord Dec 12	HARRIS, HERBERT, Ashton under Lyne, Commercial Traveller Ashton under Lyne Pet Dec 11 Ord Dec 11
HARRIS, HERBERT, Ashton under Lyne, Commercial Traveller Ashton under Lyne Pet Dec 11 Ord Dec 11	HART, ERNEST W, Windsor Windsor Pet Oct 19 Ord Dec 12
HOLMES, ROBERT, Ilkley, Yorks, Carting Agent Leeds Pet Dec 9 Ord Dec 9	HOLMES, ROBERT, Ilkley, Yorks, Carting Agent Leeds Pet Dec 9 Ord Dec 9
HUTCHINSON, EDWARD, Bristol, Manager to Gunsmith Bristol Pet Dec 11 Ord Dec 11	KENNEDY, WILLIAM JOHNSON, Stretford, Lancs, Builder Salford Pet Dec 11 Ord Dec 11
ISBELL, RICHARD THOMAS, Dartmouth, Boot Dealer Plymouth Pet Dec 13 Ord Dec 13	KYNDER, HERBERT, Ashton under Lyne, Commercial Traveller Ashton under Lyne Pet Dec 11 Ord Dec 11
JARRATT, HERBERT WILLIAM, Birmingham, Jeweller Birmingham Pet Dec 13 Ord Dec 13	LANE, ALFRED, Greenham, Newbury, Jobmaster Newbury Pet Nov 23 Ord Dec 11
JONES, JOHN OWEN, Talyssarn, Carnarvon, Carrier Baugor Pet Dec 13 Ord Dec 13	

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LAW, GEORGE, Leeda, Builder's Merchant, Leeds Pet Dec 11 Ord Dec 11
 LEE Bros., Sheffield, Cutlery Case Manufacturers, Sheffield Pet Nov 23 Ord Dec 11
 LEONARD, MAY, Bath, Salisbury Pet Nov 30 Ord Dec 12
 LLOYD, ARTHUR, Portobello rd., North Kensington, Eel Salesman High Court Pet Dec 12 Ord Dec 12
 LOCKWOOD, GEORGE, Beeston, Notts, Farmer, Nottingham Pet Dec 12 Ord Dec 12
 LONGLEY, ARTHUR, Wateringbury, Kent, Grocer Maid-some Pet Dec 11 Ord Dec 11
 LOWES, WILLIAM, Cartwright gdns, Russell sq., Hotel Proprietor High Court Pet Nov 3 Ord Dec 13
 MCKINNIS, PETER, Edgware rd, High Court Pet Nov 29 Ord Dec 13
 MARTIN, WALTER WILLIAM, Strood, Kent, Grocer Rochester Pet Dec 12 Ord Dec 12
 MOTLEY, TOM, Blaefield, nr Patley Bridge, York, Grocer Northallerton Pet Dec 9 Ord Dec 9
 PALIN, JOHN FORSTER, Ilkeston, Derby, Insurance Co Superintendent Derby Pet Nov 15 Ord Dec 13
 PARISH, RICHARD, Exeter, Dairymen, Taunton Pet Dec 12 Ord Dec 12
 PHIGGINS, J. and Co., Aldgate av., Fur and Skin Merchants High Court Pet Oct 4 Ord Dec 13
 REID, WALTER SCOTT, Burnley, Clerk, Burnley Pet Dec 9 Ord Dec 9
 RICKETTS, CHARLES ALFRED, Gresham House, Old Broad st., Stockbroker's Clerk High Court Pet Sept 28 Ord Dec 13
 RIBMAN, EMIL AUGUST, Croydon, Baker Croydon Pet Nov 30 Ord Dec 12
 RODGERS, ROBERT, Essex st., Strand, Solicitor High Court Pet Oct 20 Ord Dec 11
 SARTORI, F. R., Bury st., St James', Hotel Proprietor High Court Pet Nov 20 Ord Dec 11
 SERVENT, SAMUEL HERBERT, Bradford, Painter Bradford Pet Dec 13 Ord Dec 13
 SHINSON, GEORGE, Keighley, Yorks, Journeyman Iron Turner Bradford Pet Dec 12 Ord Dec 12
 SMITH, JOHN, Bunwell Hill, Norfolk, Pork Butcher Norwich Pet Dec 12 Ord Dec 12
 SPARKS, ALICE VICTORIA, Luton, Beds, Bookseller Luton Pet Dec 11 Ord Dec 11
 STEWART, WILLIAM, Newcastle upon Tyne, Grocer Newcastle upon Tyne Pet Dec 13 Ord Dec 12
 SYKES, PERCY, Dewsbury, Yorks, Mill Operative, Dewsbury Pet Dec 11 Ord Dec 11
 THOMAS, RICHARD, REES WILLIAM and J. GOWR THOMAS, Ystalyfera, Glam, Builders Neath Pet Nov 13 Ord Dec 13
 TINKER, LEONARD and HENRY TINKER, Stalybridge, Cheshire, Smallware Dealer Ashton under Lyne Pet Dec 13 Ord Dec 13
 TUCKER, GEORGE HENRY, Brizham, Devon Plymouth Pet Dec 12 Ord Dec 12
 VAN PRAAGH, ARTHUR JOHN, Piccadilly High Court Pet Nov 21 Ord Dec 11
 VENABLES, HAROLD WILLIAM, St James' Parade, Muswell Hill, Grocer High Court Pet Dec 9 Ord Dec 9
 WAIRMAN, MAURICE CROSSLEY, Leeds, Mill Owner Leeds Pet Dec 12 Ord Dec 12
 WALLER, MARY ELIZABETH, Girlington, Bradford Bradford Pet Dec 11 Ord Dec 11
 WATSON, W. J. O'DONNELL, Bury St Edmunds Bury St Edmunds Pet Nov 2 Ord Dec 12
 WILSON, JOHN HENRY, Boutham, Lincoln, Farmer Lincoln Pet Dec 11 Ord Dec 11
 WILSON, WILLIAM HENRY, Boscombe, Builder Poole Pet Dec 12 Ord Dec 12
 WILSHIRE, WILLIAM THOMAS, Abercarn, Aberdare, Butcher Aberdare Pet Dec 11 Ord Dec 11
 WOOLER, ISAAC, Fieldgate st., Commercial rd., Poultry Dealer High Court Pet Dec 13 Ord Dec 13
 Amended Notice substituted for that published in the London Gazette of Dec 12:

HILTON, RICHARD WILLIAM BOWERY, St Austell, Cornwall, Mine Proprietor Truro Pet Aug 29 Ord Dec 7

RECEIVING ORDERS RESCINDED.

MCCANDLISH, JOHN ALEXANDER, Grafton st., Club Secretary High Court Rec Ord Nov 2, 1910 Res Dec 13, 1911

FIRST MEETINGS.

BODIN, WILLIAM HENRY, WILFRED HARRY STUART BODIN, and FRANK NORMAN BODIN, Leamington, Warwick, Sanitary Engineers Dec 27 at 11.30 Off Rec, 8, High st., Coventry
 BRIGGS, JOHN HENRY, Burwell, Lincs, Cycle Agent Dec 28 at 10.30 Off Rec, St Mary's chmbs, Great Grimsby
 CHAPMAN, THOMAS PETTISON, Great Winchester st., General Merchant Dec 28 at 1 Bankruptcy bldgs, Carey st COUPE, MARY, Nuncheon Dec 27 at 11 Off Rec, 8, High st., Coventry
 CRESSHILL, FREDERICK HOWARD, Middleton bldgs, Islington, Commercial Clerk Dec 28 at 12 Bankruptcy bldgs, Carey st
 DALE, RICHARD, Barton on Humber, Journeyman Blacksmith Dec 28 at 11.30 Off Rec, 10, Bank st., Lincoln
 DOIG, ALDO WILLIAM, Great Yarmouth, Tailor Dec 23 at 12.30 Off Rec, 8, King st., Norwich
 EDWARDS, THOMAS HERBERT, Abercynon, Glam, Hairdresser Dec 28 at 11.15 Off Rec, St Catherine's chmbs, St Catherine's st., Pontypridd
 GRAY, GEORGE GOSTLING, Ingworth, Norfolk, Miller Dec 23 at 12 Off Rec, 8, King st., Norwich
 HITCHINGS, JOHN THOMAS, Slad, Stroud, Glos, Farmer Dec 23 at 12 Off Rec, Station rd., Gloucester
 HOLMES, ROBERT, Ilkley, Yorks, Carting Agent Dec 29 at 11 Off Rec, 24, Bond st., Leeds
 HUGHES, GROSE, Brixham, Festiniog, Merioneth, Gas Stoker Dec 23 at 12 Crypt chmbs, Chester
 JONES, JOHN OWEN, Llanrug, Anglesey, Saddler Dec 23 at 12.30 Crypt chmbs, Chester
 LANE, GEORGE, Hunstanton, Norfolk, Builder's Merchant Dec 29 at 11.30 Off Rec, 24, Bond st., Leeds
 LLOYD, ARTHUR, Portobello rd., North Kensington, Eel Salesman Dec 29 at 11 Bankruptcy bldgs, Carey st
 LONGLEY, ARTHUR, Wateringbury, Kent, Grocer Dec 29 at 11.30 Off Rec, 9, King st., Maidstone
 LOWER, WILLIAM, Cartwright gdns, Russell sq., Hotel Proprietor Dec 29 at 12 Bankruptcy bldgs, Carey st
 MCKINNEY, PETER, Edgware rd Dec 29 at 11.30 Bankruptcy bldgs, Carey st
 MARTIN, WALTER WILLIAM, Strood, Kent, Grocer Dec 29 at 8.15 115, High st., Rochester
 MICHINELL, HARRY, Beddish, Stockport, Cycle Mechanic Dec 29 at 11 Off Rec, 6, Vernon, Stockport
 NEWBURN, BERTH, Ilford, Essex, Electrician Dec 23 at 3 Off Rec, 14, Bedford row
 OULMAN, GUSTAVE, Liverpool Dec 28 at 11 Off Rec, 35, Victoria st., Liverpool
 PALMER, JOHN ALBERT, Ipswich, Boot Maker Dec 28 at 12 Off Rec, 35, Princess st., Ipswich
 PRIGGINS & Co., J. Aldgate av., Fur and Skin Merchants Dec 23 at 12 Bankruptcy bldgs, Carey st
 RICKETTS, CHARLES ALFRED, Gresham House, Old Broad st., Stockbroker's Clerk Dec 29 at 11 Bankruptcy bldgs, Carey st
 RODGERS, ROBERT, Essex st., Strand, Solicitor Dec 28 at 12 Bankruptcy bldgs, Carey st
 ROSS, CHARLES GILROY, Taplow, Bucks Dec 28 at 12 Off Rec, 14, Bedford row
 SARTORI, F. R., Bury st., St James', Hotel Proprietor Dec 28 at 1 Bankruptcy bldgs, Carey st
 SERVENT, SAMUEL HERBERT, Bradford, Painter Dec 23 at 11.30 Off Rec, 12, Duke st., Bradford
 SIMPSON, GEORGE, Keighley, Yorks Dec 23 at 11.15 Off Rec, 12, Duke st., Bradford
 SLATER, ARTHUR STAFFORD, Perry Vale, Forest Hill, Chemist Dec 28 at 11.30 132, York rd., Westminster Bridge rd.
 SYKES, PERCY, Dewsbury, Yorks, Mill Operative Dec 93 at 11 Off Rec, Bank chmbs, Corporation st., Dewsbury
 TOPPING, THOMAS, Southport, Electrical Engineer Dec 28 at 12 Off Rec, 35, Victoria st., Liverpool
 VAN PRAAGH, ARTHUR JOHN, Piccadilly Dec 29 at 11.30 Bankruptcy bldgs, Carey st
 VENABLES, HAROLD WILLIAM, St James' Parade, Muswell Hill, Grocer Dec 28 at 11 Bankruptcy bldgs, Carey st
 WALLER, MARY ELIZABETH, Bradford Dec 23 at 10.30 Off Rec, 12, Duke st., Bradford
 WILLSON, JOHN HENRY, Boutham, Lincs, Farmer Dec 28 at 11 Off Rec, 10, Bank st., Lincoln
 WILSON, WILLIAM HENRY, Boscombe, Hants, Builder Dec 23 at 11 Off Rec, Midland Bank chmbs, High st., Southampton
 WOOLER, ISAAC, Fieldgate st., Commercial rd., Poultry Dealer Dec 29 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANDERSON, JAMES, Shillibottle, nr Alawick, Contractor Newcastle upon Tyne Pet Dec 13 Ord Dec 13
 BAINES, WILLIAM, Great Crosby, Lancs High Court Pet Nov 13 Ord Dec 13
 BASTICK, THOMAS, Portsmouth, Baker Portsmouth Pet Dec 11 Ord Dec 11
 BATTY, WILLIAM WRIGHT, Hyde, Manchester, House Furnisher Ashton under Lyne Pet Nov 17 Ord Dec 4
 BETT, JAMES MURRAY, Wolvercote, Oxford High Court Pet Sept 25 Ord Dec 13
 BODIN, WILLIAM HENRY, WILFRED HARRY STUART BODIN, FRANK NORMAN BODIN, Leamington, Warwick, Sanitary Engineers Warwick Pet Dec 11 Ord Dec 11
 BROWN, SAMUEL, sen, Sheffield, Traveller Sheffield Pet Dec 11 Ord Dec 11
 CARE, JONATHAN THOMAS, Poultry High Court Pet Sept 5 Ord Dec 12
 CLARK, ARTHUR, Earlestown, Lancs, House Furnisher Warrington Pet Dec 11 Ord Dec 11
 CLODE, HERBERT NATHANIEL Emberton, Bucks, Farm Balaft Northampton Pet Dec 12 Ord Dec 12
 COUPE, MARY, Nuncheon, Warwick, Fancy Draper Coventry Pet Dec 11 Ord Dec 11
 CRESSHILL, FREDERICK HOWARD, Middleton bldgs, Islington, Commercial Clerk High Court Pet Dec 11 Ord Dec 11
 CRUMP, JOSEPH, Buller rd., Wood Green, Coal Merchant Edmonton Pet Dec 12 Ord Dec 12
 DENNIES, FRANCIS BELL, Lowestoft, Bassinet Dealer Great Yarmouth Pet Dec 12 Ord Dec 12
 DE ROCKLAND, COMTE MAX RAYNARD, St James' st., Piccadilly, Banker High Court Pet Sept 23 Ord Dec 11
 EDWARDS, THOMAS HERBERT, Abercynon, Glam, Hairdresser Pontypridd Pet Dec 9 Ord Dec 9
 GLANVILL, JOSEPH, Brixham, Devon Plymouth Pet Dec 11 Ord Dec 11
 GORMAN, WILLIAM, Neath, Glam, News' Vendor Neath Pet Dec 12 Ord Dec 12
 GROVES, ALFRED, Bristol, Butcher Bristol Pet Dec 11 Ord Dec 11
 HALDENBY, WILLIAM, Thorne, Yorks, Joiner Sheffield Pet Dec 12 Ord Dec 12
 HARMER, WEBSTER, Kingston upon Hull Kingston upon Hull Pet Dec 11 Ord Dec 11
 HOLMES, ROBERT, Ilkley, Yorks, Carting Agent Leeds Pet Dec 9 Ord Dec 9
 ISSELL, RICHARD THOMAS, Dartmouth, Boot Dealer Plymouth Pet Dec 13 Ord Dec 13
 JONES, JOHN OWEN, Talyarn, Carnarvon, Carrier Bangor Pet Dec 13 Ord Dec 13
 KENNEDY, WILLIAM JOHNSON, Stratford, Lancs, Builder Salford Pet Dec 11 Ord Dec 11
 KING, JOHN HENRY, Compstall, nr Marple, Derby, Inn-keeper Ashlyns under Lyne Pet Nov 13 Ord Dec 7
 KYNDER, HERBERT, Ashton under Lyne, Commercial Traveller Ashton under Lyne Pet Dec 11 Ord Dec 11
 LANE, GEORGE, Leeds, Builders' Merchant Leeds Pet Dec 11 Ord Dec 11
 LEA, CORNELIUS HENRY and ARTHUR THOMAS LEA, Sheffield, Cutlery Case Manufacturers Sheffield Pet Nov 25 Ord Dec 13
 LLOYD, ARTHUR, Portobello rd., North Kensington, Eel Salesman High Court Pet Dec 12 Ord Dec 12
 LOCKWOOD, GEORGE, Beeston, Notts, Farmer Nottingham Pet Dec 12 Ord Dec 12
 LONGLEY, ARTHUR, Wateringbury, Kent, Grocer Maidstone Pet Dec 11 Ord Dec 11
 MARTIN, WALTER WILLIAM, Strood, Kent, Grocer Rochester Pet Dec 12 Ord Dec 12
 MENGE, GEORGE, Hove, Sussex, Professor of Music Brighton Pet Nov 19 Ord Dec 12
 MOTLEY, TOM, Blaefield, nr Patley Bridge, Yorks Grocer Northallerton Pet Dec 9 Ord Dec 9
 PARISH, RICHARD, Exeter, Dairymen Taunton Pet Dec 12 Ord Dec 12
 REED, CHARLES, Neath, Glam, Cycle Dealer Neath Pet Nov 22 Ord Dec 11
 REID, WALTER SCOTT, Burnley, Clerk Burnley Pet Dec 9 Ord Dec 9
 SERVENT, SAMUEL HERBERT, Bradford, Painter Bradford Pet Dec 13 Ord Dec 13
 SHAITO, FREDERICK CHARLES DUNCOMBE, Spennymoor Durham High Court Pet Sept 13 Ord Dec 12
 SIMPSION, GEORGE, Keighley, Yorks, Journeyman Iron Turner Bradford Pet Dec 12 Ord Dec 12

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

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APPLY FOR PROSPECTUS.

SMITH, JOHN, Bunwell Hill, Norfolk, Pork Butcher Norwich Pet Dec 12 Ord Dec 12
 SPAKES, ALICE VICTOR, Luton, Beds, Bookseller Luton Pet Dec 11 Ord Dec 11
 STEVENS, WILLIAM, Newcastle upon Tyne, Grocer Newcastle upon Tyne Pet Dec 12 Ord Dec 12
 SYKES, PERCY, Stancliffe, Dewsbury, Mill Operative Dewsbury Pet Dec 11 Ord Dec 11
 TINKER, LEONARD and HARRY TINKER, Stalybridge, Cheshire, Smallware Dealer Ashtons under Lyne Pet Dec 13 Ord Dec 13
 TOLEDO, PIETRO, Brook st, Grosvenor sq, High Court Pet Nov 16 Ord Dec 12
 TUCKER, GEORGE HENRY, Brixham, Devon Plymouth Pet Dec 12 Ord Dec 12
 VENABLES, HAROLD WILLIAM, St James Parade, Grocer and Provision Merchant High Court Pet Dec 9 Ord Dec 9
 WAINMAN, MAURICE CROSSLEY, Leeds, Mill Owner Leeds Pet Dec 13 Ord Dec 13
 WALLER, MARY ELIZABETH, Girlington, Bradford Bradford Pet Dec 11 Ord Dec 11
 WHITE, GEORGE, New Bailey, Derby, Lace Manufacturer De-by Pet Nov 23 Ord Dec 12
 WILLSON, JOHN HENRY, Boultham, Lincoln, Farmer Lincoln Pet Dec 11 Ord Dec 11
 WILSON, WILLIAM DOWING, Adlington, Preston, Chester, Cotton Broker Liverpool Pet Nov 20 Ord Dec 12
 WILSON, WILLIAM HENRY, Boscombe, Builder Poole Pet Dec 12 Ord Dec 12
 WILTSHIRE, WILLIAM THOMAS, Aberdare, Aberdare, Butcher Aberdare Ord Dec 13 Ord Dec 11
 WOOLER, ISAAC, Fieldgate st, Commercial rd, Poultry Dealer High Court Pet Dec 13 Ord Dec 13

ADJUDICATION ANNULLED.

HIGGINGTON, JOSEPH BROOME, Highbury, Heaton, Mersey, Lancs, Shipping Clerk Stockport Adjud Oct 6 Annual & Rec Nov 22

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

DUNN, CECIL DE SIVRAC, Titcombe, Kintbury, Hungerford, Berks, Company Director Newbury Rec Ord Oct 11 Adjud Oct 11 Annual & Rec Nov 22

ADJUDICATION ANNULLED, RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

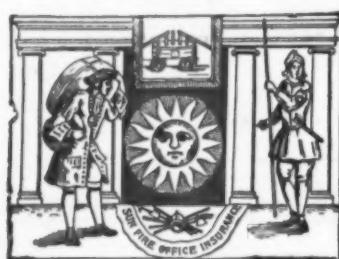
VERE, HARRY, Park man, Knightsbridge High Court Pet Feb 21, 1907 Rec Ord April 25, 1907 Adjud May 30, 1907 Rec, Annu & Dis Dec 11, 1911

London Gazette.—TUESDAY, Dec 19.

RECEIVING ORDERS.

AVERY, JOSEPH, Low Fell, Durham, Drysalter Newcastle upon Tyne Pet D.C. 16 Ord Dec 16
 BAILEY, SAMUEL CHARLES SANDERS, St Mary Church, D-wo, Dairyman Exeter Pet Dec 14 Ord Dec 14
 BAYLEY, CHARLES F., Marquay, Hotel Proprietor Canterbury Pet D-1 Ord Dec 15
 BOTTERILL, THOMAS ROTSET, Market Weighton, Yorks, Jines, York Pet Dec 14 Ord Dec 14
 BRETT, WILLIAM, Leagrave, Beds, Commission Agent Luton Pet Dec 15 Ord Dec 15
 CHADWICK, WILLIAM, Caeran, nr Maesteg, Glam, Colliery Labourer Cardiff Pet Dec 14 Ord Dec 14
 CHAMBERS, ARTHUR EDWIN, Worksop, Grocer Sheffield Pet Dec 16 Ord Dec 16
 CHATTERTON, G. A., Great Chart, Kent Canterbury Pet Nov 14 Ord Dec 16
 DAVIES, LEWIS, Blackwood, Mon, Tailor Tredegar Pet Dec 15 Ord Dec 12
 DOUGLAS, W. CORE, Fflichin, Manufacturers' Agent Barnet Pet Nov Ord Dec 14
 FOTHERGILL, R. G., Norfolk st, Strand High Court Pet May 23 Ord Dec 15
 HAYES, ROBERT ATHELSTAN, Brixton rd, Taxicab Driver High Court Pet Dec 14 Ord Dec 14
 HOLDING, DANIEL, Abergavenny, Licensed Victualler Tredegar Pet Dec 4 Ord Dec 16
 HOLMAN, EDWARD JOHN, Crewe, Saddler Nantwich Pet Dec 4 Ord Dec 15
 HOWARD, ALBERT WILLIAM, Great Tower st, Hardwood Merchant High Court Pet Dec 16 Ord Dec 16
 JEFFERSON, FREDERICK JOHN, Kingston upon Hull, Grocer Kingston upon Hull Pet Dec 14 Ord Dec 14

202nd Year of the Office. **The Oldest Insurance Office in the World**



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SUN FIRE OFFICE

FOUNDED 1710.

HEAD OFFICE:
63, THREADNEEDLE ST., E.C.

Insurances effected on the following risks:-

FIRE DAMAGE.

RESULTANT LOSS OF RENT AND PROFITS,
 EMPLOYERS' LIABILITY and PERSONAL ACCIDENT,
 WORKMEN'S COMPENSATION, SICKNESS and DISEASE,
 including ACCIDENTS TO BURGLARY,
 DOMESTIC SERVANTS. PLATE GLASS.

FIDELITY GUARANTEE.

Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager

LEONARD, MAY, Bath Dec 23 at 2 Off Rec, City chambers Catherine st, Sibury
 LOCKWOOD, GEORGE, Beeston, Notts, Farmer Dec 23 at 12 Off Rec, 4 Castle pl, Park st, Nottingham
 MATHEW, CHRISTOPHER JOHN, Southsea, Medical Practitioner Portsmouth Pet Dec 14 Ord Dec 14
 METCALFE, LEONARD, Darlington, Railway Clerk Stockton on Tees Pet Dec 14 Ord Dec 14
 MORTIMER, CATHERINE ADA, Llanwryd Wells Newtown Pet Dec 14 Ord Dec 14
 REES, THOMAS, Ogmore Vale, Glam, Colliery Labourer Cardiff Pet Dec 15 Ord Dec 15
 STEEL, THOMAS SUNLEY, Copthall bldgs High Court Ord Dec 14 Ord Dec 14
 THOMPSON, FREDERICK, York, Butcher York Pet Dec 15 Ord Dec 15
 WHITE, GEORGE, Boston, Lincs, Motor Engineer Boston Pet Dec 2 Ord Dec 16
 WOOLF, HENRY, James st, Covent Garden, Fruit Merchant High Court Pet Dec 6 Ord Dec 14
 WRAY, ANNIE, and EMILY WILLIS, Harrogate, Dressmakers York Pet Dec 18 Ord Dec 16
 YEROMANS, T H, Peartree st, Goswell rd, Proprietary Food Manufacturer High Court Pet Oct 2 Ord Dec 14

RECEIVING ORDER RESCINDED.

PURKIS, CLAUDE WILLIAM LOFTUS, Linton, Cambs Cambridge Re: Ord Nov 25 Rec Dec 16

FIRST MEETINGS.

ANDERSON, JAMES, Shilbottle, nr Alnwick, Contractor Dec 29 at 12 Off Rec, 30, Mosley st, Newcastle upon Tyne

ANDREWS, ALBERT ATHERTON, Hereford, Solicitor's Clerk Dec 28 at 12.30 Off Rec, Off st, Hereford

BAILEY, SAMUEL CHARLES SANDERS, St Mary Church, Devou, Dairymen Dec 28 at 12 Off Rec, 9, Bedford circus, Exeter

BASTICK, THOMAS, Portsmouth, Baker Jan 1 at 2.30 Off Rec, Cambridge Junc, High st, Portsmouth

BLUSTIN, ABRAHAM, Birmingham, Glass Merchant Jan 3 at 11.30 Ruskin Chambers, 191, Corporation st, Birmingham

BOTTERILL, THOMAS ROTSET, Market Weighton, Yorks, Joiner Dec 28 at 12.30 Off Rec, The Red House, Duncombe pl, York

BRADBURY, ALBERT, Nottingham, Coal Miner Dec 28 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

BROWN, SAMUEL, son, Sheffield, Traveller Dec 29 at 12 Off Rec, Figtree In, Sheffield

CLODE, HERBERT NATHANIEL, Emberton, Bucks, Joiner Dec 30 at 12 Off Rec, The Parade, Northampton

FIELD, JACOB, Ticehurst, Sussex, Licensed Victualler Dec 29 at 3.30 The Bridge Hotel, Broadway, Tunbridge Wells

FOTHERGILL, R. G., Norfolk st, Strand Jan 2 at 1 Bankruptcy bldgs, Carey st

GARNER, ROBERT CLARKSON, Newark on Trent, Librarian Dec 28 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham

GLANVILLE, JOSEPH, Brixham Jan 1 at 3.15 7, Buckland ter, Plymouth

GORMAN, WILLIAM, Neath, NewsVendor Dec 29 at 11 Off Rec, Government bldgs, St. Mary's st, Swansea

GOLDSBOROUGH, GEORGE, Oxford Dec 28 at 12 1, St Aldate's, Oxford

GROVES, ALFRED, Bristol, Butcher Dec 28 at 11.30 Off Rec, 26, Baldwin st, Bristol

HALDENBY, WILLIAM, Thorne, Yorks, Joiner Dec 29 at 12.30 Off Rec, Figtree In, Sheffield

HARMBE, WALTER, Kingston upon Hull Dec 29 at 11.30 Off Rec, 10, Cork City Bank Chambers, Longgate, Hull

HAYES, EBBERT ATHELSTAN, Brixton rd, Taxicab Driver Jan 1 at 12 Bankruptcy bldgs, Carey st

HOWARD, ALBERT WILLIAM, Great Tower st, Hardwood Merchant Jan 1 at 1 Bankruptcy bldgs, Carey st

HOWLAND, FRANK, Broadstairs, Kent, Statuiner Dec 28 at 10.15 Off Rec, 68A, Castle st, Canterbury

HUTCHINSON, EDWARD, Bristol, Manager to a Gunsmith Jan 5 at 11.30 Off Rec, 26, Baldwin st, Bristol

JARRATT, HERBERT WILLIAM, Birmingham, Jeweller Jan 3 at 12 Ruskin Chambers, 191, Corporation st, Birmingham

KEAL, ERNEST, Marldon, nr Paignton, Devon, Farmer Jan 1 at 12 7, Buckland ter, Plymouth

PARISH, RICHARD, Exeter, Dairymen Dec 28 at 3 Off Rec, 9, Bedford circus, Exeter

PARKER, CHARLES HERBERT, Knutsford, Cheshire, Dray-salter Dec 29 at 3 Off Rec, Byrom st, Manchester

POWELL, ARTHUR, Caerau, nr Bridgend, Glam, Grocer Dec 29 at 3 117, St Mary st, Cardiff

REID, WALTER SCOTT, Burnley, Clerk Dec 29 at 11 Off Rec, 13, Windley st, Pre ton

RIEMANN, ERIC AUGUST, Croydon, Baker Dec 29 at 11 132, York rd, Westminster Bridge rd

SCRAPFORD, WILLIAM, Sheffield, Fruiterer Dec 29 at 11.30 Off Rec, Figtree In, Sheffield

SMITH, JOHN, Bunwell Hill, Norfolk, Pork Butcher Dec 30 at 12 Off Rec, 8, King st, Norwich

SPARKS, ALICE VICTOR, Luton, Beds, Bookseller Dec 30 at 12.30 Off Rec, The Parade, Northampton

STEEL, THOMAS SUNLEY, Copthall bldgs Jan 1 at 12 Bankruptcy bldgs, Carey st

STEVENSON, WILLIAM, Newcastle upon Tyne, Grocer Dec 29 at 15 Off Rec, 30, Mosley st, Newcastle upon Tyne

THOMPSON, FREDERICK, York, Butcher Dec 28 at 3 Off Rec, The Re t Huse, Duncombe pl, York

TUCKER, GEORGE HENRY, Brixham Jan 1 at 3.45 7, Buckland ter, Plymouth

WAINMAN, MAURICE CROSSLEY, Leeds, Mill Owner Dec 29 at 12 Off Rec, 24, Bond st, Leeds

WILTSHIRE, WILLIAM THOMAS, Aberdare, Aberdare, Butcher Dec 29 at 11.15 Off Rec, St Catherine's st, Pontypridd

WOOLF, HENRY, James st, Covent Garden, Fruit Merchant Jan 2 at 12 Bankruptcy bldgs, Carey st

WRAY, ANNIE, and EMILY WILLIS, Harrogate, Dressmakers Dec 29 at 12.30 Off Rec, The Red House, Duncombe pl, York

YEROMANS, T H, Peartree st, Goswell rd, Proprietary Food Manufacturer Jan 2 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AVERY, JOSEPH, Gateshead, Drysalter Newcastle upon Tyne Pet Dec 16 Ord Dec 16

SALLEY, SAMUEL CHARLES SANDERS, St Mary Church Devor, Dairymen Exeter Pet Dec 14 Ord Dec 14

BELL, SIDNEY, Lavender hill, Clapham Junction, Solicitor Wandsworth Pet Oct 31 Ord Dec 15

BLUSTIN, ABRAHAM, Birmingham, Glass Merchant Birmingham Pet Nov 28 Ord Dec 16

BOTTERILL, THOMAS ROTSET, Market Weighton, Yorks, Joiner York Pet Dec 14 Ord Dec 14

BRETT, WILLIAM, Leagrave, Beds, Commission Agent Luton Pet Dec 15 Ord Dec 15

CHADWICK, WILLIAM, Caeran, nr Maesteg, Glam, Colliery Labourer Cardiff Pet Dec 14 Ord Dec 14

CHAMBERLAIN, ARTHUR EDWIN, Worksop, Grocer Sheffield Pet Dec 16 Ord Dec 16

DAVIES, LEWIS, Blackwood, Mon, Tailor Tredegar Pet Dec 12 Ord Dec 12

DOIG, ALDO WILLIAM, Great Yarmouth, Tailor Great Yarmouth Pet Nov 21 Ord Dec 14

FRANKLIN, CYRIL PRESCOF, Portsmouth Portsmouth Pet Dec 4 Ord Dec 14

GRIFFITHS, WILLIAM JOHN, Ware, Provision Dealer Hertford Pet Dec 9 Ord Dec 14

HASLAM, EDWARD, Praed st, Paddington High Court Pet Nov 30 Ord Dec 15

HAYER, ROBERT ATHELSTAN, Brixton rd, Taxicab Driver High Court Pet Dec 14 Ord Dec 14

HILTON, RICHARD WILLIAM BOWERY, Bugle, St. Austell, Cornwall, Mine Proprietor Truro Pet Aug 29 Ord Dec 16

HOWARD, ALBERT WILLIAM, Great Tower st, Hardware Merchant High Court Pet Dec 16 Ord Dec 16

JEFFERSON, FREDERICK JOHN, Kingston upon Hull, Grocer Kingston upon Hull Pet Dec 14 Ord Dec 14

LUDFORD, JOSEPH CHARLES, Derby, Fish Dealer Derby Pet Dec 10 Ord Dec 16

MAGNA, ROBERT, Newport, Mon, Builder Newport, Mon Pet Dec 14 Ord Dec 16

METCALFE, LEONARD, Darlington, Railway Clerk Stockton on Tees Pet Dec 14 Ord Dec 14

MORTIMER, CATHERINE ADA, Llanwryd Wells, Brecon Newtown Pet Dec 14 Ord Dec 14

NAINTRE, LUIGI, Strand, Manager of Romano's High Court Pet Nov 6 Ord Dec 16

PARKER, ARTHUR CLIFFORD, Shepton Mallet, Somerset, Butcher Wells Pet Nov 27 Ord Dec 15

RHES, THOMAS, Ogmore Vale, Glam, Colliery Labourer Cardiff Pet Dec 15 Ord Dec 15

THOMAS, RICHARD, ETHEL WILLIAMS, and J GOWER THOMAS, Ystalyfera, Glam, Builders Neath Pet Nov 13 Ord Dec 15

THOMPSON, FREDERICK, York, Butcher York Pet Dec 15 Ord Dec 15

WOOLF, HENRY, James st, Covent Garden, Fruit Merchant High Court Pet Dec 6 Ord Dec 16

WRAY, ANNIE, and EMILY WILLIS, Harrogate, Dressmakers York Pet Dec 16 Ord Dec 16

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